



**AGENDA
CITY COMMISSION MEETING
Tuesday, August 16, 2016
1:00 PM**

City Administrative Center, 301 N. 8th Street

I. Note:

Pre-meeting at 11:00 a.m. – 11:45 a.m. at the City Administrative Center for a presentation on the Transportation Study by Mark Fenton and Professional Engineering Consultants. Administrative staff will be present and the pre-meeting is open to the public.

II. REGULAR MEETING CALLED TO ORDER AND CITY CLERK ANNOUNCING QUORUM PRESENT

III. PLEDGE OF ALLEGIANCE TO THE FLAG AND INVOCATION

IV. APPROVAL OF THE MINUTES OF THE LAST REGULAR MEETING, WHICH IF NO CORRECTIONS ARE OFFERED, SHALL STAND APPROVED

A. August 2, 2016 City Commission Minutes

V. PUBLIC COMMENT Agenda Schedule Allowance: 30 minutes (5 minutes per spokesperson)

VI. CONSIDERATION OF PETITIONS, MEMORIALS AND REMONSTRANCES

A. The Governing Body is asked to consider and approve a request by the Garden City Fire Department personnel request waiver of Code Section 62-15, Unlawful Solicitation, to allow for department personnel to collect donations for the Muscular Dystrophy Association Boot Block on August 28, 2016 from 9:30 a.m. to 3:00 p.m.

B. The Governing Body is asked to consider and approve a request from Angelica Castillo Chappel, President of the Community Mexican Fiesta, to waive the sign fees and to place a 4' x 6' sign at the southeast corner of Lewis Automotive at Campus Drive and Fulton Street, at the northwest corner of Stevens Park and on the south side of Mary Street at the GCHS entrance for the two weeks prior to September 10, 2016.

C. The Governing Body is asked to approve and allow the Mayor to proclaim September 1, 2016 as Charles "Chuck" Bouilly Day in Garden City. Congratulations on your retirement, Chuck!

VII. REPORT OF THE CITY MANAGER

- A. Finance Director Hitz and Systems/Utilities Manager Perkins will present the new City Interactive Voice Response payment service. This service is scheduled to begin September 1, 2016.
- B. Court and Defendant Coordinator Kuhlmann will provide a presentation on the Municipal Court.
- C. The City has received correspondence from Cox Communications regarding channel line-up changes.
- D. Presentation of the July 2016 staff report from the Garden City Regional Airport.
- E. Presentation of the July 2016 Financial Report from Service and Finance.
- F. Presentation of July 2016 Fire Department Activity Reports.
- G. Presentation of the June 2016 activity reports for the Garden City Police Department.
- H. Presentation of the July 2016 staff report from Lee Richardson Zoo

VIII. MEETINGS OF NOTE

- August 19, 2016 – Dedication of Carolos Bribiesca Basketball Courts at Finnup Park at 9:00 a.m.; 3 on 3 Basketball tournament to follow at 6:00 p.m.
- August 20, 2016 - Downtown Vision's 2016 Banner Art Walk, 4:00-6:30 p.m.; Reception at GC Arts, 6:30-8:00 p.m.
- August 26-28, 2016 – Tumbleweed Festival on the West Green at Lee Richardson Zoo
- August 27, 2016 - Garden City Area Chamber of Commerce 10th Annual Wine Tasting Event at the Clarion Inn at 7:00 p.m.
- August 30, 2016 – Town Hall Meeting in the Commission Chambers at the City Administrative Center at 7:00 p.m.
- September 5 - 11, 2016 - Garden City Charity Classic / Symetra Tour at Buffalo Dunes Golf Course
- September 10, 2016 – Community Mexican Fiesta at Stevens Park
- September 15-17, 2016 - Garden City Charity Classic at The Golf Club at Southwind
- September 17, 2016 - Fall Fest 2016, Main Street, Grant Avenue and Stevens Park - 8:30 a.m. - 3:30 p.m.
- September 24, 2016 - A Wild Affair at Lee Richardson Zoo, gates open at 6:00 p.m.
- October 6, 2016 - Diversity Breakfast at the Clarion Inn and Conference Center, 7:30 a.m. -9:00 a.m.; Multi Cultural Summit 9:30 a.m. - 3:30 p.m.
- October 8-10, 2016 – League of Kansas Municipalities 2016 Annual Conference in Overland Park, Kansas
- October 22, 2016 - Boo! At the Zoo, Advance pass gate opens at 4:00 p.m.
- November 5, 2016 - Banner Art Auction, Clarion Inn - 6:30 p.m.
- December 4, 2016 - Downtown Evening Christmas Parade, Main Street - 6:30 p.m.

IX. CONSIDERATION OF APPROPRIATION ORDINANCE

- A. Appropriation Ordinance No. 2417-2016A

X. CONSIDERATION OF ORDINANCES AND RESOLUTIONS

- A. The Governing Body is asked to consider and approve the Standard Traffic Ordinance (STO) and Uniform Public Offense Code (UPOC) for 2016.

- 1. Ordinance No. _____ - 2016, an ordinance regulating public offenses with the corporate limits of the City of Garden City, Kansas; incorporating by reference the Uniform Public Offense Code for Kansas Cities, Edition 2016, with certain omissions, additions or changes; amending Code Section 62-2; repealing existing Code Section 62-2; all to the Code of Ordinances of the City of Garden City, Kansas.
- 2. Ordinance No. _____ - 2016, an ordinance regulating traffic within the corporate limits of the City of Garden City, Kansas; incorporating by reference the Standard Traffic Ordinance for Kansas Cities, Edition 2016, with certain omissions, additions, or changes; prescribing additional regulations; providing certain penalties; amending Code Section 86-2; repealing existing Code Section 86-2; all to the Code of Ordinances of the City of Garden City, Kansas.

- B. The Governing Body is asked to consider and approve amendments and additions to Section 62-17. Use or Possession of Marijuana.

- 1. Ordinance No. _____ - 2016, an ordinance prohibiting the use or possession of marijuana and establishing penalties therefor in the City of Garden City, Kansas; amending current Code Section 62-17; all to the Code of Ordinances of the City of Garden City, Kansas.

- C. The Governing Body is asked to consider and approve the low bid for the General Obligation Bonds which will be received on August 16th at 11:00 a.m. An Ordinance and Resolution authorizing the bonds are also presented for consideration and approval.

- 1. Ordinance No. ____-2016, an ordinance of the City of Garden City, Kansas, authorizing issuance of the City's General Obligation Bonds, Series A, 2016, in the principal amount of \$2,000,000, to finance costs of capital improvements in the City; providing for the levy and collection of an annual tax to pay principal of and interest on the bonds; authorizing other related documents and actions; and making covenants with respect to the bonds.
- 2. Resolution No. ____-2016, a resolution prescribing the form and details of the City of Garden City General Obligation Bonds, Series A, 2016, in the principal amount of \$2,000,000, as previously authorized by Ordinance No. ____-2016 of the City; making covenants and agreements providing the payment and security of bonds; authorizing related documents and actions.

- D. The Governing Body is asked to consider and approve a Resolution of

Intent to Issue Industrial Revenue Bonds (IRB) for Phase 1 of the Ranch House Senior Living, LLC development, a senior housing complex at 2802 N. Campus Drive.

1. Resolution No. ____-2016, a resolution stating the intent of the Governing Body of the City of Garden City, Kansas, to issue industrial revenue bonds in the approximate principal amount of \$20,000,000 to pay costs of acquiring, constructing and equipping commercial facilities within the City (Ranch House Senior Living, LLC project - phase 1).
- E. The Governing Body is asked to consider and approve a request for annexation from T P & L Management Solutions.
1. Ordinance No. _____-2016, an ordinance annexing land to the City of Garden City, Finney County, Kansas, pursuant to K.S.A. 12-520(a)(7).
- F. The Governing Body is asked to consider and approve cemetery ordinances.
1. Ordinance No. _____-2016, an ordinance establishing regulations for the operation of Cemeteries owned by the City of Garden City, Kansas; amending current Code Sections 30-33, 30-34, 30-38, 30-39, 30-41, 30-43, 30-49, 30-53, 30-76 and 30-80; repealing current Code Sections 30-33, 30-34, 30-38, 30-39, 30-41, 30-43, 30-49, 30-53, 30-76 and 30-80; all to the Code of Ordinances of the City of Garden City, Kansas.
 2. Ordinance No. _____ - 2016, an ordinance establishing fees and regulations for a Columbarium at Valley View Cemetery in the City of Garden City, Kansas; creating new Code Sections 30-58 and 30-59; all to the Code of Ordinances of the City of Garden City, Kansas.

XI. OLD BUSINESS

- A. The Governing Body is asked to consider and approve bids received August 10th for the US-83 widening and access road project related to the Meadowlark Dairy Nutrition plant.

XII. NEW BUSINESS

- A. The Governing Body is asked to consider and approve a Memorandum of Understanding between the City of Garden City and Legacy Motors, LLC identifying both parties' intention to use a one-time cash payment in lieu of participation in the Neighborhood Revitalization Program for a new car dealership project.
- B. The Governing Body is asked to consider and approve a real estate purchase contract for property located at 102 South J.C. Street, Lot 6, Block 1, Western Land Addition.
- C. The Governing Body is asked to consider and approve an appointment to the Traffic Advisory Board.
- D. ***Consent Agenda for approval consideration:***

(The items listed under this "consent agenda" are normally considered in a single motion and represent items of routine or prior authorization. Any member of the Governing Body may remove an item prior to the vote on the consent agenda for individual consideration.)

1. The Governing Body is asked to consider and approve the purchase of one Pierce 2017 Velocity 100-foot platform truck from Pierce Manufacturing through the Fire Rescue Group Purchasing Organization (GPO).
2. The Governing Body is asked to consider approve the purchase agreement for 302 N. 6th Street.
3. The Governing Body is asked to consider and approve the following Quit Claim Deeds.
 - a. Quit Claim Deed from heirs of Mr. & Mrs. Vernon Lowell McGraw transferring Spaces 1 & 2, Lot 23, Zone D, at Valley View Cemetery to Jolene Baker.
 - b. Quit Claim Deed from heirs of Mr. & Mrs. Vernon Lowell McGraw transferring Spaces 3 & 4, Lot 23, Zone D, at Valley View Cemetery to Doyle McGraw.
 - c. Quit Claim Deed from heirs of Mr. & Mrs. Vernon Lowell McGraw transferring Spaces 5 & 6, Lot 23, Zone D, at Valley View Cemetery to Douglas McGraw.
 - d. Quit Claim Deed from heirs of William Mangan, Kenneth and Ronald Mangan, transferring Spaces 1 & 4, Lot 322, Zone A, at Valley View Cemetery to Roger Dimitt.

XIII. CITY COMMISSION REPORTS

A. Commissioner Fankhauser

B. Commissioner Cessna

C. Commissioner Dale

D. Commissioner Doll

E. Mayor Law

XIV. OTHER ENTITIES

- A. Presentation of the July 14, 2016 minutes from the Airport Advisory Board.
- B. Presentation of the July 26, 2016 minutes for the Police Citizens Advisory Board.
- C. Presentation of the May 2, 2016 approved minutes from the Traffic Advisory Board.
- D. Presentation of the August 2, 2016 Zoo Advisory Board agenda and minutes.

XV. ADJOURN

THE REGULAR MEETING OF THE BOARD OF COMMISSIONERS

City of Garden City

August 2, 2016

The regular meeting of the Board of Commissioners of the City of Garden City was held at 1:00 p.m. at the City Administrative Center on Tuesday, August 2, 2016 with all members present. Mayor Law opened the meeting with the Pledge of Allegiance to the Flag and the Invocation.

The Safety Committee recognized Anthony Reardon, Horticulturalist with the Parks Department, as the 2016 2nd Quarter City of Garden City Safety Award recipient.

Commissioner Cessna moved to approve and proclaim August 7-13, 2016 as National Health Center Week. Commissioner Dale seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

The City received correspondence from Cox Communication regarding channel line-up and rate changes.

Assistant to the City Manager Cottrell presented the City's bond rating issued by Moody's Investor Service for the upcoming 2016 general obligation bond issue.

Staff provided items of information for Governing Body review including the following: from Finance Director Hitz the monthly financials, from Neighborhood Kentner, the building and code compliance report and from Utilities Director Muirhead the Second Quarterly Report.

Meetings of note:

- July 27 - 31, 2016 - Finney County Fair
- July 30, 2016 - Downtown Summer Sidewalk Sales featuring the 2nd Annual Downtown ChowDown, Watermelon Feed and Sidewalk Chalk Art Contest
- August 2, 2016 - Field Day - Water Technology Farm at T & O Farms, LLC (located South of Garden City on HWY 83 15.5 miles) at 10:00 a.m.
- August 4, 2016 - AMTRAK TIGER Excursion from Garden City to La Junta, 1:30 p.m. - 11:30 p.m.
- August 10 - 14, 2016 - Southwest Kansas Pro-Am
- August 20, 2016 - Downtown Vision's 2016 Banner Art Walk, 4:00-6:30 p.m.; Reception at GC Arts, 6:30-8:00 p.m.
- August 27, 2016 - Garden City Area Chamber of Commerce 10th Annual Wine Tasting Event at the Clarion Inn at 7:00 p.m.
- September 5 - 11, 2016 - Garden City Charity Classic / Symetra Tour
- September 17, 2016 - Fall Fest 2016, Main Street, Grant Avenue and Stevens Park - 8:30 a.m. - 3:30 p.m.
- September 24, 2016 - A Wild Affair at Lee Richardson Zoo, gates open at 6:00 p.m.
- October 22, 2016 - Boo! At the Zoo, Advance pass gate opens at 4:00 p.m.
- November 5, 2016 - Banner Art Auction, Clarion Inn - 6:30 p.m.
- December 4, 2016 - Downtown Evening Christmas Parade, Main Street - 6:30 p.m.

Appropriation Ordinance No. 2416-2016, "AN APPROPRIATION ORDINANCE MAKING CERTAIN APPROPRIATIONS FOR CERTAIN CLAIMS IN THE AMOUNT OF \$5,397,768.59" was read and considered section by section. Commissioner Law moved to approve and pass Appropriation Ordinance No. 2416-2016. Commissioner Cessna seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

The Governing Body was asked to consider and approve amendments to the insurance proceeds fund in Chapter 18 of the Code of Ordinances.

Ordinance No. 2729-2016, “AN ORDINANCE ESTABLISHING AN INSURANCE PROCEEDS FUND AND PROCEDURES; AMENDING CODE SECTION 18-87; REPEALING CURRENT CODE SECTION 18-87; ALL TO THE CODE OF ORDINANCE OF THE CITY OF GARDEN CITY, KANSAS” was read and considered section by section. Commissioner Fankhauser moved to approve Ordinance No. 2729-2016. Commissioner Doll seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Fankhauser stepped down from the bench, citing a conflict of interest.

Commissioner Cessna moved to approve and accept the offer from Vivian Fankhauser to purchase the property at 302 N. 6th Street in the amount of \$162,500.00. Commissioner Law seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Abstained	Yea

Mayor Law moved to accept the amendment to the distribution of the Downtown Development Fund for 214 N. Main Street and 216 N. Main. Commissioner Dale seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Abstained	Yea

Commissioner Fankhauser rejoined the Commission at the bench.

Commissioner Doll moved to approve two applications to KDOT for the Transload Facility. Commissioner Fankhauser seconded the motion. The vote was approved by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Fankhauser moved to approve the proposed transfer of operational responsibilities of the City of Garden City/Finney County Animal Shelter from the City of Garden City to the Finney County Humane Society. Commissioner Cessna seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Cessna moved to approve the semi-annual report for the CDBG Revolving Loan Fund on behalf of Great Plains Development, Inc. Commissioner Fankhauser seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Fankhauser moved to approve a request from Great Plains Development, Inc. for the City membership and participation in the amount of

\$3,750.00. Commissioner Doll seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Cessna motioned to appoint Amy Longa to fill the vacant seat on the Cultural Relations Board that expires December 2017. Commissioner Fankhauser seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Fankhauser moved to approve the following:

1. The Governing Body considered and approved the agreement between Five-S Distributors and the City of Garden City for Vending Services at Garden City Regional Airport.
2. The Governing Body considered and approved the bid from Sherman & Reilly in the amount of \$208,568.40 for specialized underground power cable pulling equipment bid.

Commissioner Cessna seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Mayor Law adjourned the meeting since there was no further business before the Governing Body.

Chris Law, Mayor

ATTEST:

Celyn N. Hurtado, City Clerk

City Commission Reports

Mayor Law congratulated Anthony Reardon, Horticulturist, on receiving the Safety Award and stated he is glad the City has a program as it makes a difference. Mayor Law applauded the area farmers regarding the water tech farm. He stated the farmers, as well as the City, are really invested in conserving water and improving water efficiencies. Mayor Law commented he is glad to see the Police Department and the Humane Society have been working together on the Animal Shelter. The Mayor mentioned he was looking forward to he and fellow Commissioners riding along with the Garden City Police Department and Garden City Fire Department for National Night Out. Mayor Law encouraged everyone to go vote!

Commissioner Fankhauser congratulated Anthony Reardon, Horticulturist, on the Service Award and he encouraged everyone to attend the Tumbleweed Festival.

Commissioner Cessna congratulated Anthony Reardon, Horticulturist, on his award and stated that City staff is doing a great job with safety trainings. He commented the

sales tax looks good and strong and the Bond rating is another example of great staff work. Commissioner Cessna also stated he would like to see some examination of policy changes for the Downtown Development Fund and asked for input from Downtown Vision, Inc. He encouraged everyone to please go out and vote!

Commissioner Dale echoed Commissioner Fankhauser and Commissioner Cessna's comments on Anthony Reardon's award and the City's safety training program. He voiced his concern for law enforcement officers' safety and stated he prays for them nightly. Commissioner Dale encouraged everyone to say "hi" and "thank you" to all officers and commented he is looking forward to the ride along. Commissioner Dale also encouraged everyone to go vote!

Commissioner Doll congratulated Anthony Reardon, Horticulturist, on receiving the Safety Award. She commented on her trip to T & O Farms and commented on everything that is available now to farmers enabling them to grow produce and crops by conserving water and stated we need to extend the life of aquifer. Commissioner Doll congratulated Great Plains Development, Inc. and stated their report was impressive.

Petitions



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Allen Shelton, Fire Chief
DATE: August 16, 2016
RE: Muscular Dystrophy Boot Block

ISSUE:

The Governing Body is asked to consider and approve a request by the Garden City Fire Department personnel request waiver of Code Section 62-15, Unlawful Solicitation, to allow for department personnel to collect donations for the Muscular Dystrophy Association Boot Block on August 28, 2016 from 9:30 a.m. to 3:00 p.m.

BACKGROUND:

Once again, the Garden City Fire Department would like to participate in the fundraising efforts for the Muscular Dystrophy Association with the Boot Block drive. This has historically been a very successful community event dating back to the 1970s and one of the many ways the department involves itself in the community. This year's event will be held Sunday, August 28, 2016 from 9:30 a.m. to 3:00 p.m.

Firefighters will accept donations at the following locations:

Main Street & Fulton Street
Kansas Avenue & Fleming Street
Walmart Super Store

The event request form is attached. All departments have signed off on the event. Waiver of Code section 62-15, Unlawful Solicitation, is also required as GCFD employees will be soliciting donations in the City road right-of-way and entering a public street. Code section 62-15 prohibits solicitations which result in individuals entering a public street that results in interference with the orderly flow of traffic. That waiver is what is being requested of the City Commission at this meeting.

ALTERNATIVES:

1. Waive Code section 62-15, Unlawful Solicitation, for GCFD personnel at the intersection of Main St. & Fulton St., the intersection of Kansas Ave. & Fleming St., and the Wal-Mart Superstore.
2. Deny the request for waiver.

RECOMMENDATION:

Staff recommends alternative 1.

FISCAL NOTE:

None.

ATTACHMENTS:

Description	Upload Date	Type
Memo MDA Participation	7/29/2016	Backup Material
SER- MDA Boot Block	8/12/2016	Backup Material



Garden City Fire Department

P.O. Box 998
302 N. 9th
Garden City, KS 67846
Email: jmorris@garden-city.org

Battalion Chief James Morris
(620) 276-1145
Fax: (620) 276-1147

MEMO

To: Matt Allen, City Manager
From: James Morris, Battalion Chief
Date: 07/29/2016
Re: MDA Boot Block

Garden City Fire Department will be participating in fundraising efforts for the Muscular Dystrophy Association this year with our annual "Boot Block". This year's event will be held Sunday, August 28, 2016 from 9:30 a.m. – 3:00 p.m.; Firefighters will accept donations at the following locations:

Main & Fulton
Kansas & Fleming
Wal-Mart Super Store



Special Event Request

301 N 8th Street
 PO Box 998
 Garden City, KS 67846
 620-276-1278

- Other
- Carnival/Circus*
- Sports Event*
- Haunted House*
- Parade**

*License Required

**Parade Application Required

August 12, 2016

Today's Date

MDA "Boot Block"

Name of Event (if applicable)

Sunday, August 28, 2016

Date of Event

Intersections of Main/Fulton, Kansas/Fleming, Wal-Mart Super Store

Location of Event

9:30 a.m. - 3:00 p.m.

Start and End Time of Event

Collecting donations for Muscular Dystrophy Assoc.

Purpose of the Event

James Morris, Battalion Chief

GCFD

x 140

Applicant Name (please print)

Address

Phone

Additional Contact Names & Phone Numbers

Please mark for all request. (Note: Amenities are not available at all locations.)

Street Closure and/or Barricades	n/a	Steven's Park Bandshell	n/a	Noise Waiver**	n/a
Extra Trash Receptacles	n/a	Restrooms (Park Shelter Keys)	n/a	Electricity Access	n/a
Additional Request/Remarks	Waiver of Code section 62-15, Unlawful Solicitation is also required as GCFD employees will be soliciting donations in the City orad right-of-way & entering a public street.				

Compliance with Code of Ordinances Sections 62-21 to 62-25, pertaining to levels of noise that are permitted, is required unless a waiver is granted by the Governing Body or the City Manager for a specifically designated date and time period. A copy of the applicable code sections can be obtained from the City Clerk.

****Please note that a waiver of noise ordinance does not prohibit an officer or City official from advising you to lower the amplified noise of your event or issuing a citation upon failure to comply with such warnings.**

RESOLUTION NO. 2435-2011

A Resolution granting to the City Manager, or Designee, the authority to grant certain request of persons, businesses of groups for special events or activities.

By signing below, I hereby certify that I have read and understand the statements above and that all related information which I have provided are true, accurate and complete to the best of my knowledge.

Request on file

Signature

August 12, 2016

Date

For office use only		GC Downtown Vision	n/a
Police	Capt. Reagle 8/12/2016	Electric	n/a
Fire	Chief Shelton 8/12/2016	Public Works	SC 8/12/2016
Inspection	n/a	Parks/Grounds	n/a
City Manager/Commission		Application Received by	Raelene Stoecklein 8/12/2016



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Celyn N. Hurtado, City Clerk
DATE: August 16, 2016
RE: 2016 Community Mexican Fiesta requests

ISSUE:

The Governing Body is asked to consider and approve a request from Angelica Castillo Chappel, President of the Community Mexican Fiesta, to waive the sign fees and to place a 4' x 6' sign at the southeast corner of Lewis Automotive at Campus Drive and Fulton Street, at the northwest corner of Stevens Park and on the south side of Mary Street at the GCHS entrance for the two weeks prior to September 10, 2016.

BACKGROUND:

This is the 90th year for the Community Mexican Fiesta. Staff has approved the following activities associated with the event, however, the waiver of sign fees must be done by Governing Body.

1. An annual parade on Main Street beginning at 10:00 a.m.
2. Temporary closure of Hero's Way from Main Street to 7th Street
3. The use of electricity at Stevens Park, a temporary waiver to be the noise ordinance and use of restrooms, concession stand and extra picnic.

ALTERNATIVES:

1. Approve the requests from Community Mexican Fiesta.
2. Deny the requests from Community Mexican Fiesta.

RECOMMENDATION:

Staff recommends approval of the request from Community Mexican Fiesta.

FISCAL NOTE:

None.

ATTACHMENTS:

Description	Upload Date	Type
Comm Mexican Fiesta - SER request	8/11/2016	Backup Material



Special Event Request

301 N 8th Street
 PO Box 998
 Garden City, KS 67846
 620-276-1130

- Other
- Carnival/Circus*
- Sports Event*
- Haunted House*
- Parade**

*License Required

**Parade Application Required

August 10, 2016

Today's Date

Community Mexican Fiesta

Name of Event (if applicable)

Saturday, September 10, 2016

Date of Event

Stevens Park, Main Street, Hero's Way

Location of Event

8:00 a.m. - 11:00 p.m.

Start and End Time of Event

Fiesta, Parade

Purpose of the Event

Angelica Castillo Chappel

Applicant Name (please print)

PO Box 84, GC

Address

620-290-6264

Phone

Additional Contact Names & Phone Numbers

Please mark for all request. (Note: Amenities are not available at all locations.)

Street Closure and/or Barricades	Parade on Main ST, close Hero's Way from Main to 7th St	Steven's Park Bandshell	xx	Noise Waiver**	xx
Extra Trash Receptacles	yes	Restrooms (Park Shelter Keys)	xx	Electricity Access	xx
Additional Request/Remarks	Signage 2 weeks (8/27) prior to event -at Stevens Park, on Mary (across lot from GCHS) and on Lewis Automotive location. Will have 3-4 porta potties				

Compliance with Code of Ordinances Sections 62-21 to 62-25, pertaining to levels of noise that are permitted, is required unless a waiver is granted by the Governing Body or the City Manager for a specifically designated date and time period. A copy of the applicable code sections can be obtained from the City Clerk.

****Please note that a waiver of noise ordinance does not prohibit an officer or City official from advising you to lower the amplified noise of your event or issuing a citation upon failure to comply with such warnings.**

RESOLUTION NO. 2435-2011

A Resolution granting to the City Manager, or Designee, the authority to grant certain request of persons, businesses or groups for special events or activities.

By signing below, I hereby certify that I have read and understand the statements above and that all related information which I have provided are true, accurate and complete to the best of my knowledge.

Request on file

Signature

August 10, 2016

Date

For office use only		GC Downtown Vision	
Police		Electric	
Fire		Public Works	
Inspection		Parks/Grounds	
City Manager		Application Received by	Raelene Stoecklein 8/10/2016



COMMUNITY MEXICAN FIESTA
ASSOCIATION OF GARDEN CITY
PO BOX 84
GARDEN CITY KS 67846

August 10, 2016

Board of Directors:

Angelica Castillo Chappel
President

Jesse Nunez
Vice-President

Kristi Kells
Treasurer

Lizeth Garfio
Secretary

Garden City Commissioners
P.O. Box 998
Garden City, KS 67846

Dear Mayor and City Commissioners:

This year the Community Mexican Fiesta celebrates its 90th Annual Event. As we celebrate this milestone of celebration our theme for this year's event was chosen as "Our Heritage ~ Nuestro Patrimonio".

I am writing you for a request for the use of Stevens Park and facilities for Saturday, September 10, 2016.

Our request would include:

- An annual parade on Main Street beginning at 10am
- A banner placed on Steven's park 2 weeks prior to the event
- Use of Stevens Park from 8:00 a.m. – 11:00 p.m.,
- Temporary closure of Hero's Way from Main Street to 7th Street and
- The use of electricity at Stevens Park, a temporary waiver to the noise ordinance and use of restrooms, concession stand and extra picnic.

If you have any further questions or, if any additional information is needed, please feel free to contact myself at (620) 290-6264.

On behalf of the board we thank you in advance for your time and consideration.

Sincerely,

Angelica Castillo Chappel, President
2016 Community Mexican Fiesta

The Community Mexican Fiesta is a public non-profit 501 (c) (3) organization whose mission is to celebrate Mexico's Independence from Spanish rule, to promote cultural awareness in our community, and to provide financial assistance to students hoping to attend Garden City Community College by expanding our Endowment Scholarship Fund..

Committee Representatives:

Jeremy Haden

Salvador Castillo
Entertainment Chair

Scholarship Pageant

Breyanna Avila
2015 Fiesta Queen
GCCC Student



2720

2301

2652

2602

BUFFALO WAY BLVD

E MARY ST

← Sign 4x6

K-156 MARY INTERCHANGE HWY

2302

2410

2409

2410

2409

2410

2404

2609

2613

2614

2404

2405

2404

2405

2406

2405

2402

2612

2320

2402

2401

2402

2405

2402

2401

2319

2313

E YELLOWSTONE DR

TOHAWK DR

2306

2305

2306

2305

2306

2305

2602

2315

2316

2304

2305

2306

2305

2306

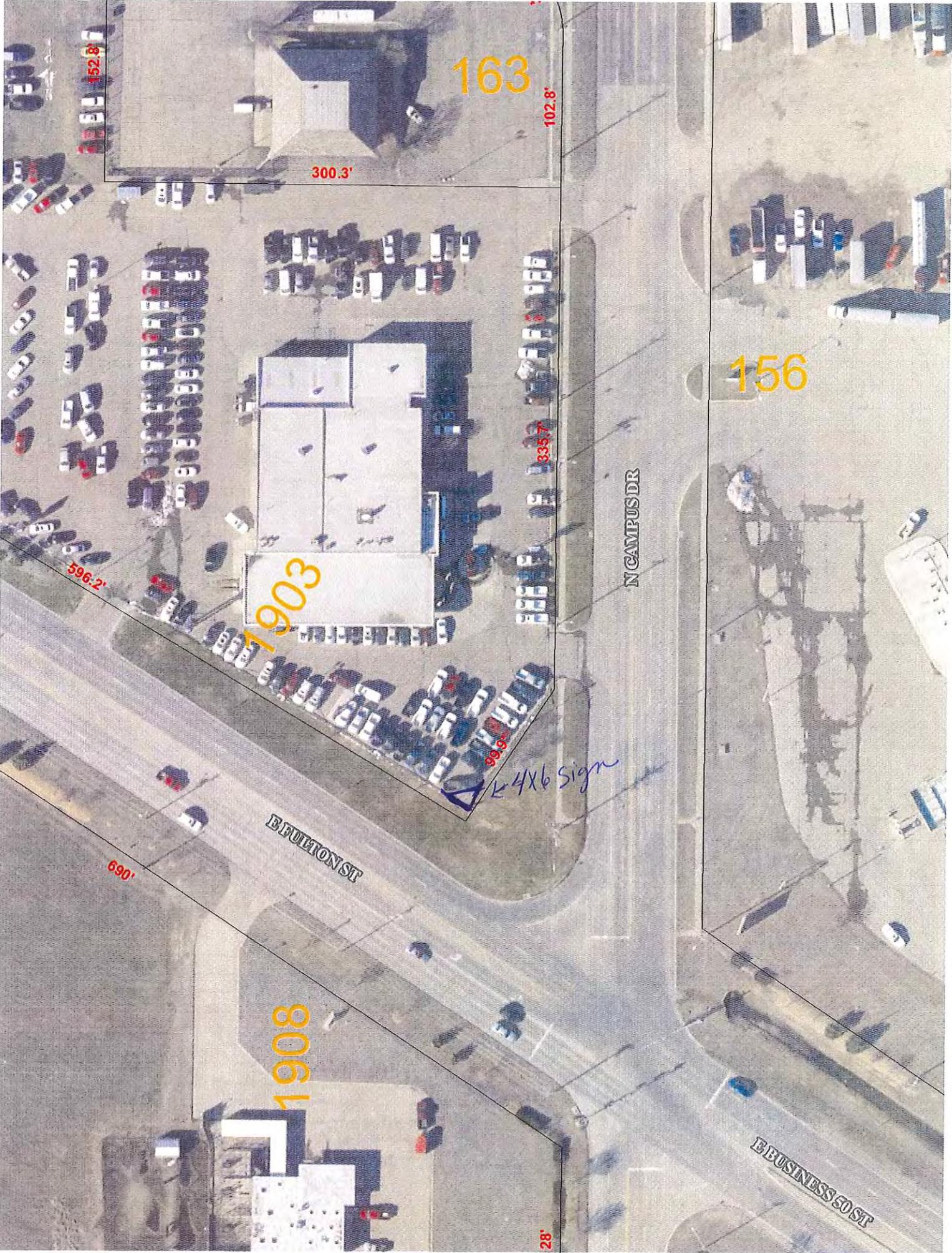
2305

2305

2313

2314

2312



163

152.8'

300.3'

102.8'

156

1903

596.2'

335.7'

99.6'

4x6 sign

E FULTON ST

690'

N CAMPUS DR

1908

28'

E BUSINESS ST

PROCLAMATION

WHEREAS, Charles “Chuck” Bouilly has been the Financial Advisor for the City of Garden City since 1987;

WHEREAS, As Municipal Advisor, Mr. Bouilly has advised the City on bond offerings, has been registered with the Securities Exchange Commission, and has been subject to fiduciary duties and other federal and state regulations; and

WHEREAS, Over nearly three decades, Mr. Bouilly assisted the City of Garden City with 40 General Obligation Bond issues totaling \$101,022,000; and

WHEREAS, Mr. Bouilly saw interest rates on these issues range from 7.5% at the highest in 1988 to 1.72% at the lowest in 2012; and

WHEREAS, Mr. Bouilly has announced his plans to retire effective September 1, 2016;

NOW, THEREFORE, I, Chris Law, Mayor of the City of Garden City, Kansas, do hereby proclaim September 1, 2016 as

CHARLES “CHUCK” BOULLY DAY

in Garden City, Kansas and urge all citizens to acknowledge and express their sincere appreciation and thanks for his significant contributions to the community, and highly commend him for the manner in which he has carried out his responsibilities and duties as Financial Advisor.

Signed and sealed this 16th day of August 2016.

Chris Law, Mayor

ATTEST:

Celyn N. Hurtado, City Clerk

Report of the City Manager



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Service and Finance
DATE: August 16, 2016
RE: Interactive Voice Response (IVR) Payment Service.

ISSUE:

Finance Director Hitz and Systems/Utilities Manager Perkins will present the new City Interactive Voice Response payment service. This service is scheduled to begin September 1, 2016.

BACKGROUND:

Attached is the memo and information notice to be included in the utility statements for IVR payment service.

ALTERNATIVES:

Information only

RECOMMENDATION:

None.

FISCAL NOTE:

None.

ATTACHMENTS:

Description	Upload Date	Type
IVR Memo	8/8/2016	Backup Material
IVR Notice	8/8/2016	Backup Material



To: Melinda
Date: June 14, 2016
From: Amy
RE: IVR

CITY COMMISSION

J. CHRISTOPHER LAW,

Mayor

ROY CESSNA

MELVIN L. DALE

JANET A. DOLL

DAN FANKHAUSER

Issue:

Credit card payments over the telephone.

Background

At the request of City Manager to offer our customers an alternative to paying locally with a credit card over the phone, I have instructed Data West to expand our WebShare services to include IVR. The automated services to be provided to the customer via telephone will be:

- Making Payments
- Balance Inquiries
- Account History
- Outage Information
- Visual IVR

Fiscal Note

Attached please find the contract and fee structure from Data West for providing our customers with IVR payment services. Vocantas, through Data West, will be contracted to establish, secure, and maintain an IVR service by expanding our current Webshare services to include IVR.

Recommendation

With your permission, I will sign the attached contract and return it to Data West so that we may begin the installation phase. The initial contract is for 18 months with the first six months being provided at no cost to the City. Future contracts will auto renew annually unless terminated by the City. This project is set to be made available to the public by September 1st, 2016, so long as the contract is signed and returned no later than June 30.

MATTHEW C. ALLEN
City Manager

MELINDA A. HITZ, CPA
Finance Director

RANDALL D. GRISELL
City Counselor

CITY ADMINISTRATIVE
CENTER

301 N. 8TH

P.O. Box 998

GARDEN CITY, KS

67846-0998

620.276.1160

FAX 620.276.1169

www.garden-city.org

*Approved.
MCA
6/14/16*

Interactive Voice Response

The City of Garden City is adding speech recognition technology, also known as IVR, as a payment option. IVR lets customers use their voice for system interaction and account access, text-to-speech enables customer messaging during unique events such as outage notifications.

-24 hour access to account status and billing information (balance due, payment history, next billing date etc.) over the telephone.

-Use your mobile phone to access all IVR menus via touch screen menus on their smartphone; on-demand during the call or as a web app.

-Agent assistance will allow the caller to be transferred to a local customer service representative at the City Administration Building. This option will only be available during regular business hours. 8-5 Monday – Friday.

-Outage notification inquiries.

Effective September 1st, 2016, Customer Service Representatives will no longer process customer credit card payments for utility bills over the telephone except for the following:

-To reconnect services disconnected for non-payment.

To continue paying your utility bill over the phone, please continue to call 1-620-276-1100 and select 1 to make a payment. All other callers will remain on the line to speak with a City Representative.



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Jared Kuhlmann, Court and Defendant Coordinator
DATE: August 16, 2016
RE: Municipal Court Presentation

ISSUE:

Court and Defendant Coordinator Kuhlmann will provide a presentation on the Municipal Court.

BACKGROUND:

The Municipal Court has changed dramatically over the past six years. With fewer employees and a smaller total case load, the department has increased efficiency and approximately doubled the amount of revenue generated per individual case. The department has helped to facilitate the increase of beneficial programs such as Diversion and Fast Track, while decreasing the number of cases referred to collections.

ALTERNATIVES:

Presentation for informational purposes only.

RECOMMENDATION:

Presentation for informational purposes only.

FISCAL NOTE:

Presentation for informational purposes only.

ATTACHMENTS:

Description	Upload Date	Type
Municipal Court Presentation	8/10/2016	Backup Material

Municipal Court

Court Schedule

2015 & Prior

- Monday 8:30 a.m. – Pro Se Defendant Case Management and Trials
- Wednesday 8:30 a.m. – Trials for Defendants with counsel
- Wednesday 1:30 p.m. – First Appearances
- Thursday 8:30 a.m. – Defendants with counsel Case Management

2016

- Monday 8:30 a.m. – Pro Se Defendant Case Management
- Tuesday 8:30 a.m. – Trials
- Wednesday 8:30 a.m. – First Appearances
- Thursday 8:30 a.m. – Defendants with counsel Case Management

Department Personnel

Personnel 2012 & Prior

- Court Administrator (1 FTE)
- Senior Court Clerk (1 FTE)
- Court Clerk (3 FTE)
- Probation Officer (1 FTE)
- Judge (1 FTE)
- Bailiff (1 FTE)

Current Personnel

- Court & Defendant Coordinator (1 FTE)
- Court Clerk (3 FTE)
- Judge (.5 FTE)
- Bailiff (1 FTE)

*And absorbed one position from the Prosecutor's Office – Diversion Coordinator into the Court & Defendant Coordinator

Financial Impact of Personnel

Personnel Cost 2012

- Judge - \$77,250
- Court Admin. - \$56,500
- 4 Clerks + Probation - \$165,000
- Bailiff - \$35,000.00
- Benefits for 8 FTEs - \$133,750
- Diversion Coordinator - \$22,000

Total - \$489,500

Personnel Cost 2016

- Judge (PT) - \$40,000
- C&D Coordinator - \$41,600
- 3 Clerks - \$95,000
- Bailiff - \$47,200
- Benefits for 5.5 FTEs - \$104,435

Total - \$328,235

YEARLY SAVINGS = \$161,265

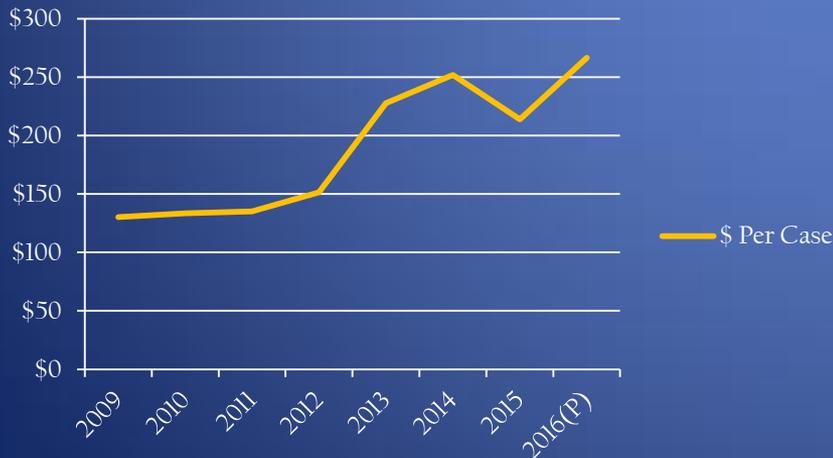
Case Load v. Collection

Year	Total Filings	Year End	\$ Per Case
2009	6,092	\$793,420	\$130
2010	6,706	\$894,719	\$133
2011	6,889	\$931,487	\$135
2012	6,061	\$917,067	\$151
2013	4,587	\$1,043,893	\$228
2014	3,655	\$920,941	\$252
2015	3,886	\$831,337	\$214
2016(P)	3,269	\$871,304	\$267

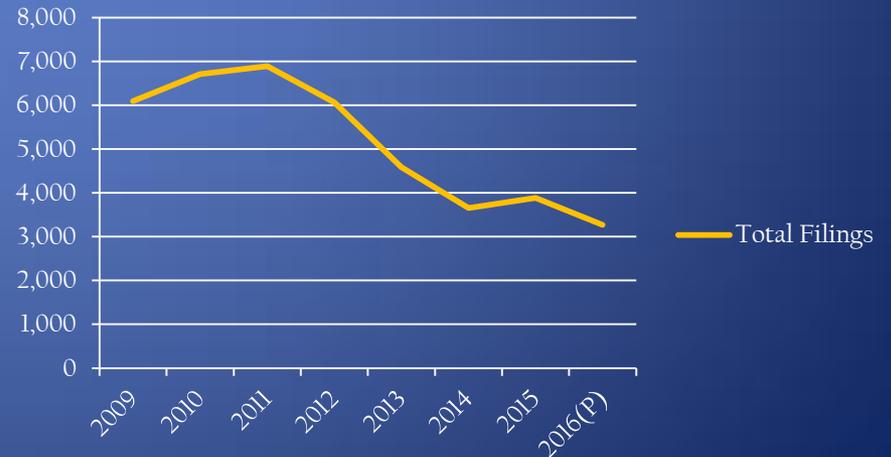
Year End



\$ Per Case



Total Filings



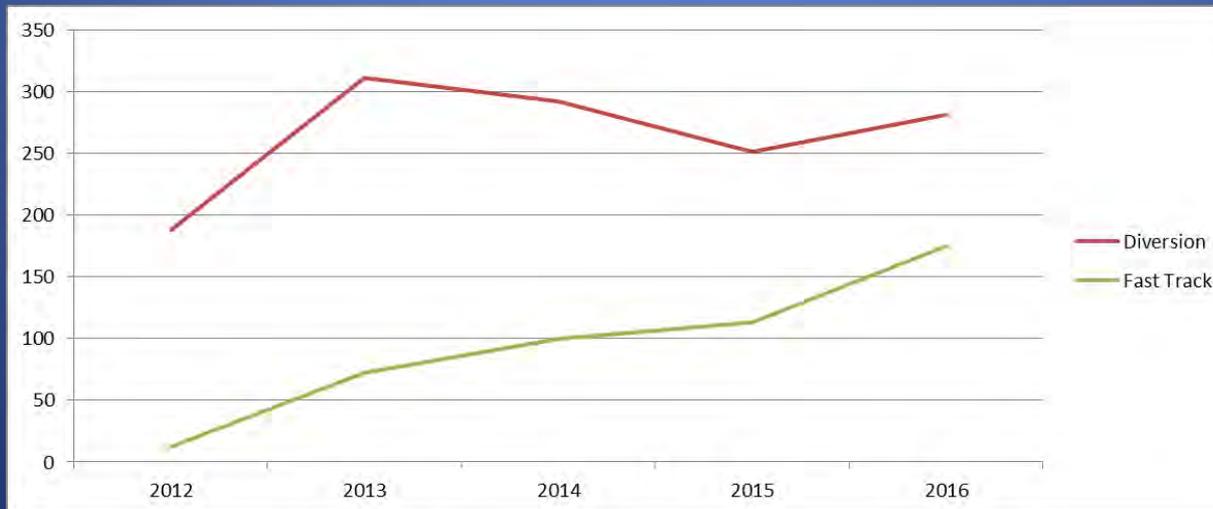
Diversion & Fast Track Programs

Diversion Totals

- 2012 – 188 = \$61,100
- 2013 – 311 = \$101,075
- 2014 – 292 = \$94,900
- 2015 – 251 = \$81,575
- 2016(P) – 281 = \$91,325

Fast Track Totals

- 2012 – 12 = \$1,800
- 2013 – 72 = \$10,800
- 2014 – 100 = \$15,000
- 2015 – 113 = \$16,950
- 2016(P) – 175 = \$26,250



Probation

Previous Policy

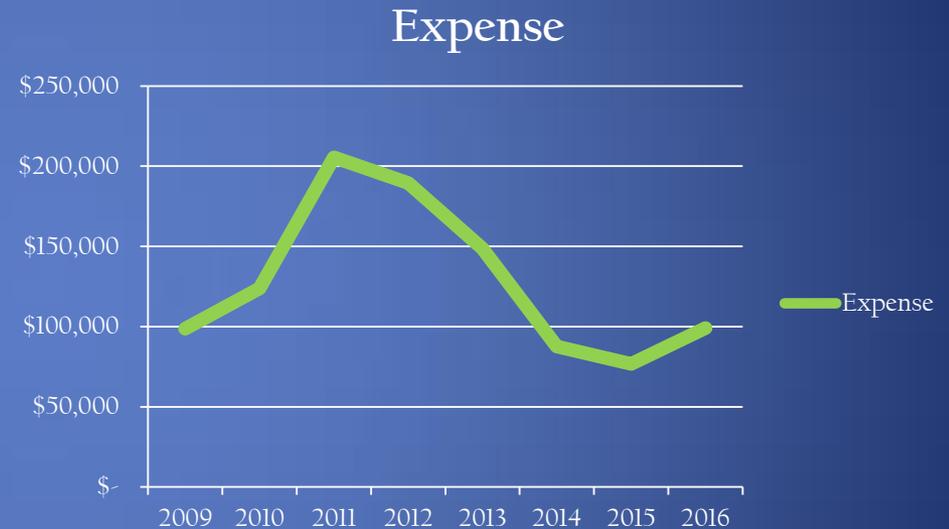
- Cases put on probation:
 - DUI
 - Domestic Battery
 - Possession of Marijuana
 - Theft
 - Battery
 - Cases with restitution
- Average = 15 probation cases each month

Updated Policy

- Cases put on probation:
 - DUI
 - Domestic Battery
 - Cases with Restitution
- Average = 6 probation cases each month

Court Appointed Attorneys

Year	# of Cases	Expense
2009	329	\$ 98,677
2010	413	\$ 123,889
2011	685	\$ 205,567
2012	631	\$189,420
2013	496	\$ 148,800
2014	292	\$ 87,600
2015	219	\$ 76,650
2016	283	\$ 99,150



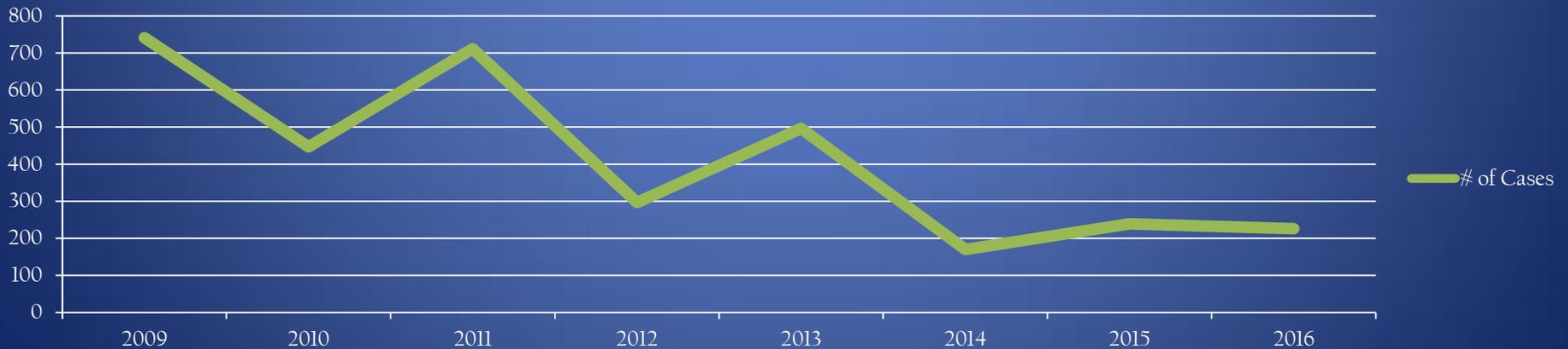
*In 2015, the rate for a Court Appointed Attorney was increased from \$300 to \$350 per case.

Collections

Year	# of Cases	Case Total
2009	741	\$ 261,243
2010	447	\$ 224,475
2011	711	\$ 301,026
2012	297	\$ 158,878
2013	496	\$ 237,519
2014	170	\$ 93,090
2015	239	\$ 122,270
2016	226	\$ 134,818

In 2016, 67 (\$40,000) of the cases referred were from 2 year limitations. Without those collections only amount to 5% of total cases.

of Cases



Summary

Over the past 7 years

- 3.5 fewer employees
- Approximately ½ the caseload of 2012 and prior
- Nearly equivalent total annual income
- Approximately doubled average collection per case
- Increased number of Diversion and Fast Track programs
- Decreased number of supervised probation cases
- Decreased number of court appointed attorneys and associated costs
- Decreased number of cases being referred to collections

What Now?

- Taking Municipal Court Paperless
 - Saving more employee time
 - Saving overhead
 - Creating additional efficiencies
- Bench Warrants
 - Clean-up the existing 750 bench warrants
 - Will reduce the \$60,000 average amount going to collection every two years and clear up pending cases
- Sustainability

Celyn Hurtado

From: Allen, Lisa (CCI-Central Region) <Lisa.Allen@cox.com>
Sent: Monday, August 08, 2016 4:40 PM
Subject: Cox Communications - LFA Notification - Channel Change

Dear Local Franchising Authority,

I am writing to inform you of the following programming change on Cox's cable system(s) serving greater Kansas.

- On or after 9/8/16 "Sorpresa" (Channel 306) will no longer be available on the Cox Communications channel lineup.

Please feel free to contact me at (785) 215-6727 or megan.bottenberg@cox.com if you have any questions.

Sincerely,



Megan Bottenberg
Government Affairs Manager
Cox Communications – Central Region

Staff Reports



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Rachelle Powell, Director of Aviation
DATE: August 16, 2016
RE: July 2016 Airport Report

ISSUE:

Presentation of the July 2016 staff report from the Garden City Regional Airport.

BACKGROUND:

Attached is the Garden City Regional Airport staff report for July 2016.

ALTERNATIVES:

None.

RECOMMENDATION:

None.

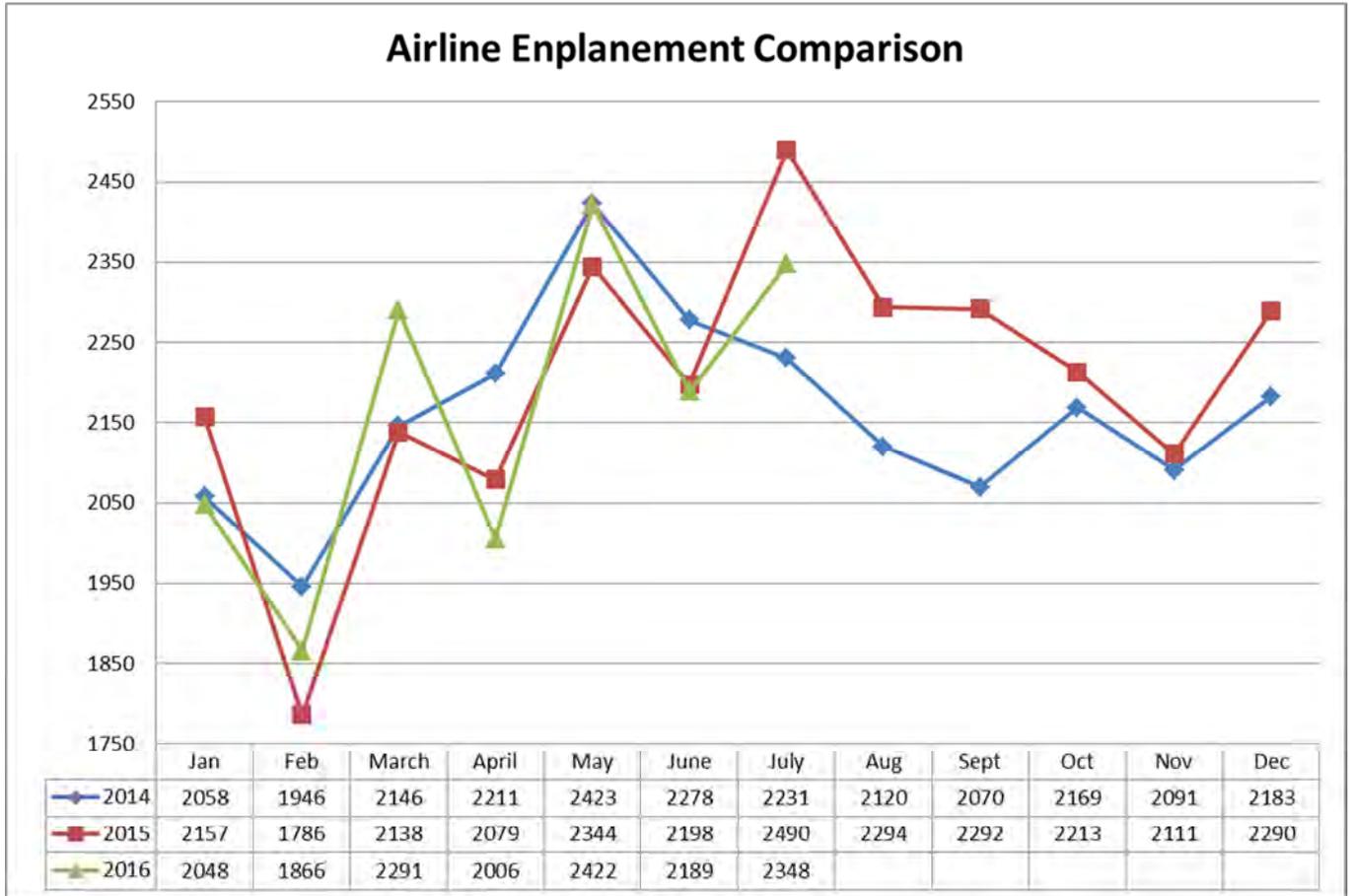
FISCAL NOTE:

None.

ATTACHMENTS:

Description	Upload Date	Type
July 2016 Airport Report	8/8/2016	Backup Material

**GARDEN CITY REGIONAL AIRPORT
MONTHLY REPORTS**



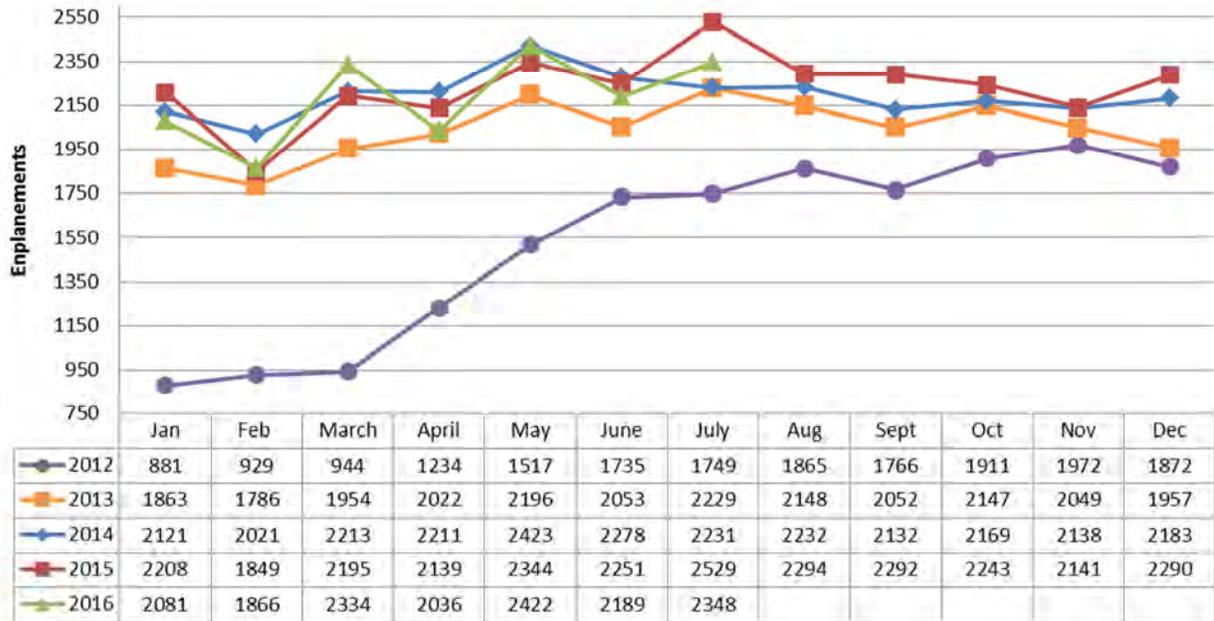
January – July Comparison

2014	2015	2016
15,293	15,192	15,170

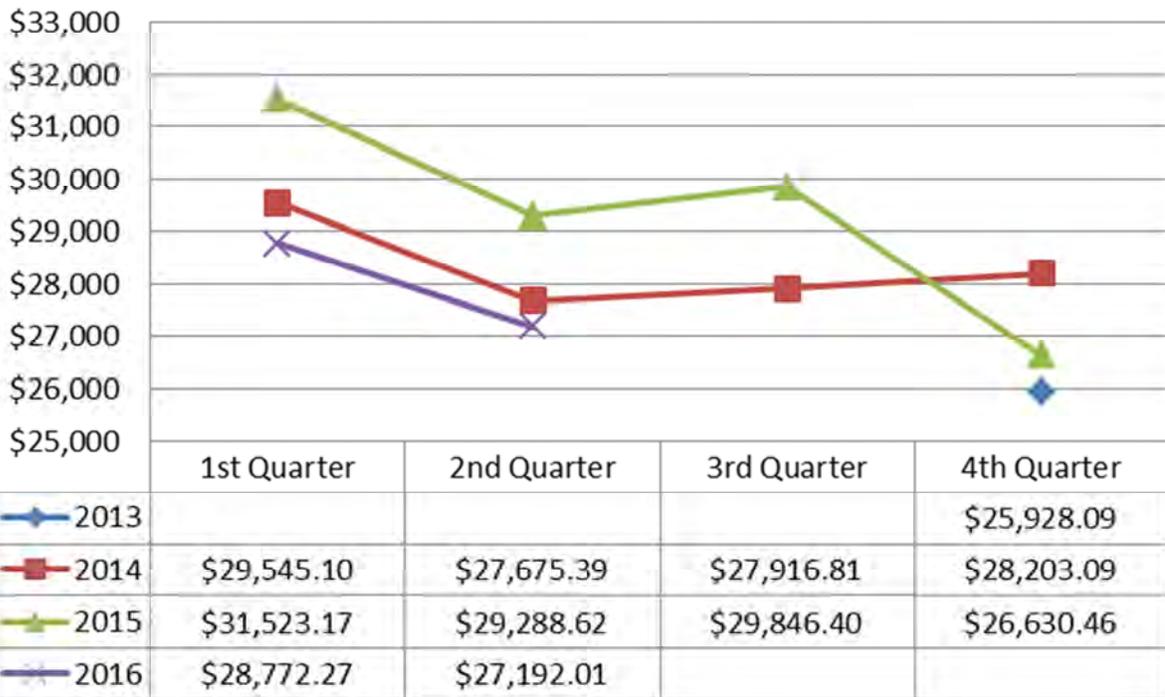
Total Enplanement Comparison

2012	2013	2014	2015	2016
18,375	24,456	26,428	26,775	15,336

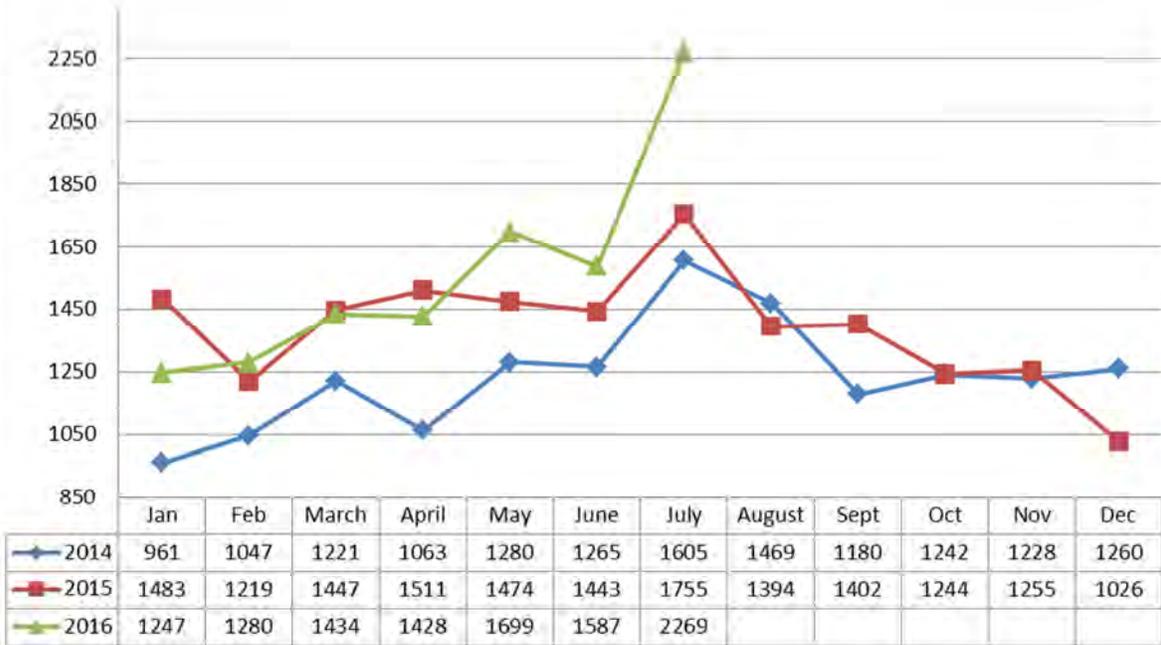
Airline and Charter Enplanement Data



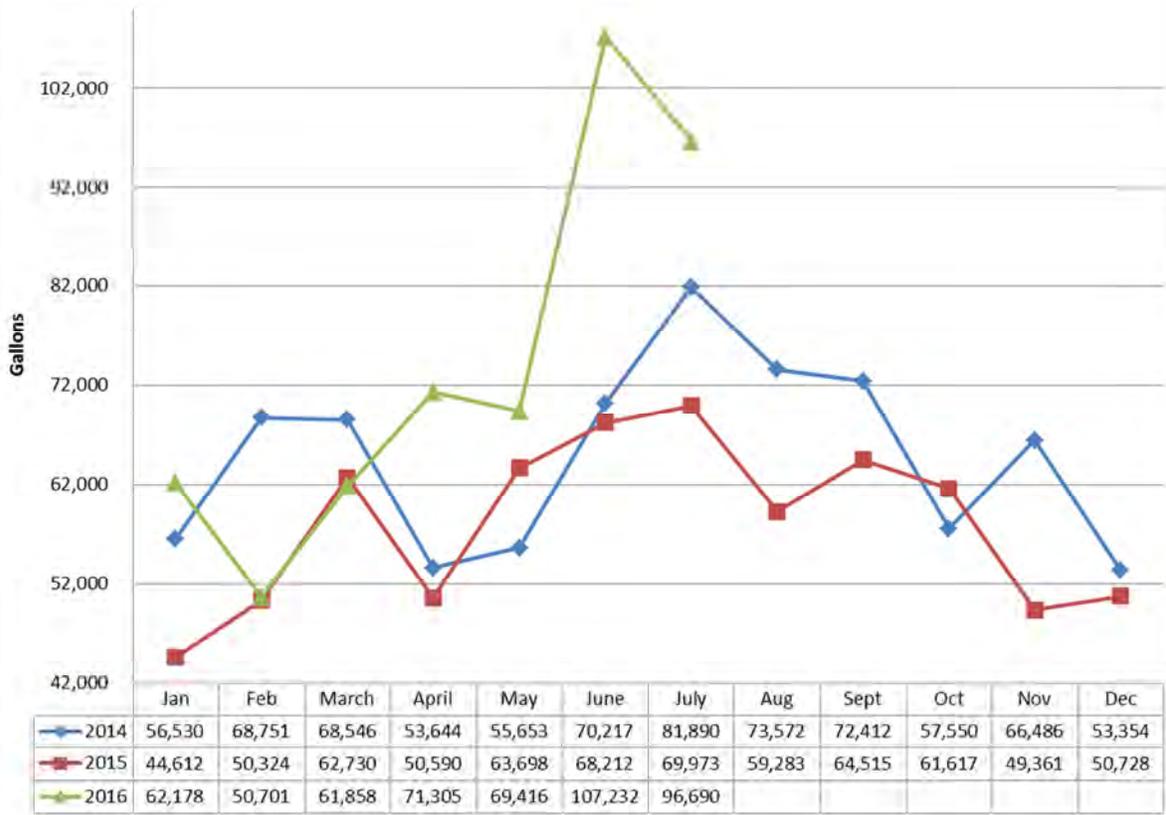
Quarterly PFC Report



Monthly Operations Comparison



Fuel Sale Comparison





MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Service and Finance
DATE: August 16, 2016
RE: Monthly Financial Report - July 2016

ISSUE:

Presentation of the July 2016 Financial Report from Service and Finance.

BACKGROUND:

Attached is the Service and Finance Monthly Financial Report for July, 2016.

ALTERNATIVES:

None.

RECOMMENDATION:

None.

FISCAL NOTE:

None.

ATTACHMENTS:

Description	Upload Date	Type
Monthly Financial Report - July 2016	8/4/2016	Backup Material



City of Garden City
Monthly Financial Report FY 2016
For the Seven Months Ended July 31, 2016
 Unaudited--Intended for Management Purposes Only

The following is a summary of the City's financial results for the General Funds and Utility Funds. The subsequent pages provide some narrative, comparison cash balances, line item analysis, and graphic display of revenue trends for the City's General and Utility Funds. This report is intended to assist the City Commission and the City's Administrative team in managing the operational budget. This information is summarized from unaudited financial statements for the monthly period that ended July 31, 2016.

GENERAL FUND AT A GLANCE

Category	Revised 2016 Budget	2016 YTD Actual	2015 YTD Actual
Revenues	23,067,926	14,776,028	14,118,356
Expenditures	24,028,254	13,792,716	12,323,779
Revenues Over(Under)	(960,328)	983,312	1,794,577

UTILITY FUND REVENUES AT A GLANCE

Category	Revised 2016 Budget	2016 YTD Actual	2015 YTD Actual
Electric	33,010,192	17,022,517	17,010,083
Solid Waste	3,631,460	2,214,708	2,099,727
Drainage Utility	208,139	123,686	121,448
Water and Sewage	7,906,020	3,970,567	3,930,821
TOTAL	44,755,811	23,331,477	23,162,080

SELECTED GENERAL FUND REVENUES AT A GLANCE

Category	Revised 2016 Budget	2016 YTD Actual	2015 YTD Actual
City Sales Tax	6,350,000	3,835,581	3,745,267
County Sales Tax	3,700,000	2,224,399	2,212,635
Franchise Tax			
Gas Utility	460,000	341,605	404,162
Telephone	58,500	34,319	34,594
CATV	232,000	116,418	117,131
Building Permits	342,700	308,226	239,704
Municipal Court Fines	900,000	510,896	497,178



**City of Garden City
Monthly Financial Report FY 2016
For the Seven Months Ended
July 31, 2016**

General Fund

General Fund Revenues collected through July were \$14,776,028. The July revenues represent 64.05% of the total revenues expected in the General Fund. Property tax distribution was 96.64% for the third of five payments in 2016.

General Fund Expenses are at 57.40% of the total expenditures expected in the General Fund.

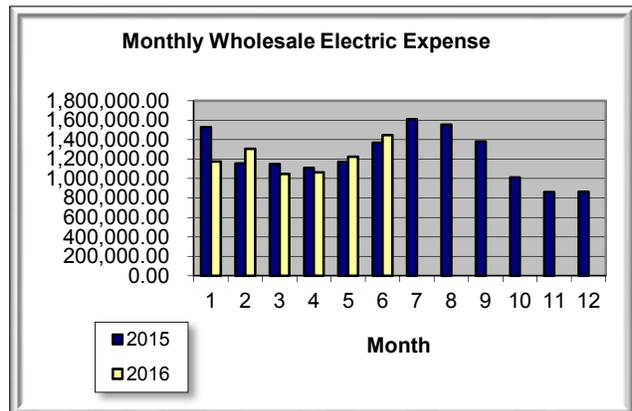
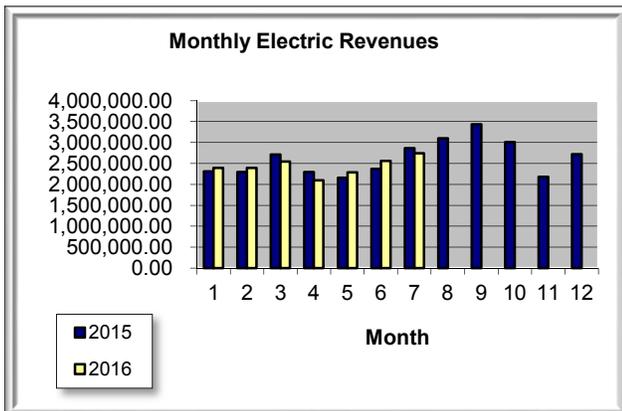
Selected Revenues

- City Sales Tax—Ahead by \$90,314 compared to July 2015 year to date collections, 2.41% ahead of 2015 for the seven months ended.
- County Sales Tax— Collections for the seven months ended are ahead of 2015 by \$11,764 or .53%.
- Franchise Tax—Budget estimates for 2016 remain approximately the same as 2015. Gas utility actual 2016 is behind 2015.
- Building Permits—Budget estimates for 2016 are based on 2015 revenues. Receipts are higher than this period in 2015.
- Municipal Court Fines—Budget estimates were based on 2015 actual and collections through July are ahead of 2015.

Utility Funds

A summary of Utility Fund revenue performance is outlined below:

- Electric revenues – revised budget at \$33,010,192 for 2016 were \$17,022,517 through seven months or 51.57% of budget.

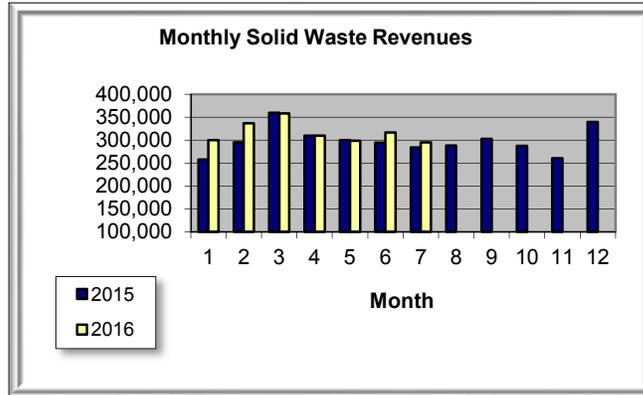


A main expense is Wholesale Electric in the Utility Fund. The 2016 revised budget for wholesale electric is \$17,697,000. The wholesale electric expense for July was not available at this printing.

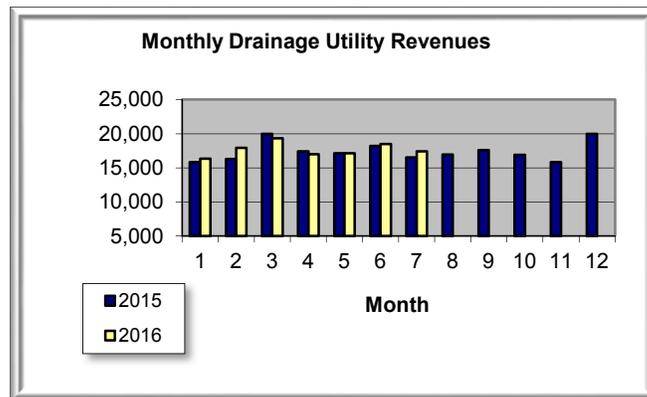


City of Garden City
Monthly Financial Report FY 2016
For the Seven Months Ended
July 31, 2016

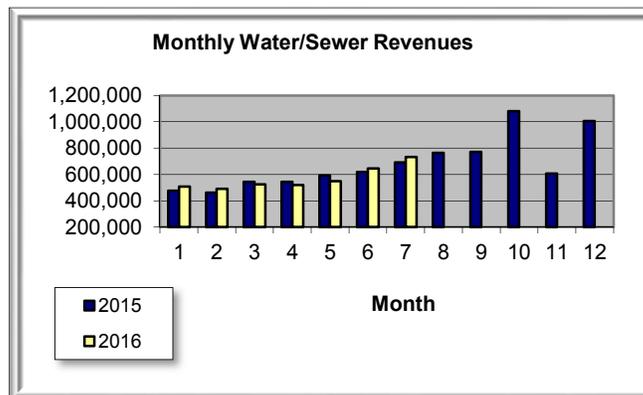
■ Solid Waste revenues – revised budget at \$3,631,460 for 2016 were \$2,214,708 through seven months or 60.99% of budget.



■ Drainage Utility revenues – revised budget at \$208,139 for 2016 were \$123,686 through seven months or 59.42%.



■ Water and Sewage revenues - revised budget at \$7,906,020 for 2016 were \$3,970,567 through seven months or 50.22% of budget.





CITY OF GARDEN CITY, KANSAS
 Comparison of Cash Balances with Encumbrances and Composition of Cash
 For the Seven Months Ended July 31, 2016

Fund	Unencumbered Cash Balance 1/1/2016	Receipts and Transfers	Expenditures and Transfers	Unencumbered Cash Balance 7/31/2016	Add Payables and Encumbrances	Treasurer's Cash 7/31/2016
<u>Operating</u>						
1 General	5,544,638.09	14,776,028.01	13,087,434.22	7,233,231.88	0.00	7,233,231.88
<u>Debt Service Fund</u>						
40 Bond and Interest	568,195.17	1,763,857.34	275,387.50	2,056,665.01	0.00	2,056,665.01
<u>Special Revenue Funds</u>						
4 TIF	704,354.92	1,425,022.78	604,713.62	1,524,664.08	0.00	1,524,664.08
5 Capital Improvement	1,085,118.66	324,462.36	578,513.01	831,068.01	0.00	831,068.01
6 Community Development Loan	16,816.55	1,193.36	0.00	18,009.91	0.00	18,009.91
7 Cemetery Endowment	34,782.01	4,561.54	14,000.00	25,343.55	0.00	25,343.55
8 Community Trust	1,495,344.12	76,931.69	33,390.23	1,538,885.58	0.00	1,538,885.58
10 DEA Forfeiture	36,448.64	6,081.89	10,783.36	31,747.17	0.00	31,747.17
11 Drug Enforcement	83,804.91	8,387.28	31,668.33	60,523.86	0.00	60,523.86
15 Enhanced Wireless 911	384,213.80	115,587.31	61,620.22	438,180.89	0.00	438,180.89
18 Finnup Trust	124,583.05	80,000.00	46,793.47	157,789.58	0.00	157,789.58
19 JAG Grant	11,942.00	0.00	0.00	11,942.00	0.00	11,942.00
25 Recreation	0.00	923,851.36	923,851.36	0.00	0.00	0.00
26 Special Improvements	84,458.93	-27,459.14	3,244.07	53,755.72	0.00	53,755.72
27 Special Liability	85,220.06	0.00	13,919.81	71,300.25	0.00	71,300.25
29 Special Alcohol Programs	77,017.98	56,985.35	45,575.00	88,428.33	0.00	88,428.33
30 Special Recreation and Parks	76,750.99	63,984.98	62,921.34	77,814.63	0.00	77,814.63
32 Special Trafficway	1,033,976.11	540,353.37	340,537.43	1,233,792.05	0.00	1,233,792.05
50 Community Development Grant	0.00	0.00	0.00	0.00	0.00	0.00
52 Economic Development	413,848.24	21,675.37	101,127.60	334,396.01	0.00	334,396.01
53 Project Development	641,116.42	1,163.82	279,565.89	362,714.35	0.00	362,714.35
Total Special Revenue	<u>6,389,797.39</u>	<u>3,622,783.32</u>	<u>3,152,224.74</u>	<u>6,860,355.97</u>	<u>0.00</u>	<u>6,860,355.97</u>
<u>Capital Projects Funds</u>						
41 2013-GO Bond Projects	179,119.48	0.00	0.00	179,119.48	0.00	179,119.48
42 2014-GO Bond Projects	1,086,094.10	0.00	566,544.89	519,549.21	0.00	519,549.21
43 2015-GO Bond Projects	494,734.00	0.00	0.00	494,734.00	0.00	494,734.00
44 2015-Temp Notes	18,267.16	1,000,000.00	578,420.87	439,846.29	0.00	439,846.29
48 Tiger Grant	3,300,000.00	11,803,842.82	14,927,904.57	175,938.25	0.00	175,938.25
49 2013-Temp Notes Schulman Cross	352,434.91	0.00	37,885.75	314,549.16	0.00	314,549.16
Total Capital Projects	<u>5,430,649.65</u>	<u>12,803,842.82</u>	<u>16,110,756.08</u>	<u>2,123,736.39</u>	<u>0.00</u>	<u>2,123,736.39</u>
<u>Enterprise Funds</u>						
Electric Utility:						
67 Capital Reserve	1,500,000.00	375,000.00	0.00	1,875,000.00	0.00	1,875,000.00
68 General	7,653,808.21	17,022,516.82	15,256,865.23	9,419,459.80	120,439.44	9,539,899.24
69 Security Deposits	503,559.73	191,905.00	44,555.68	650,909.05	0.00	650,909.05
Total Electric Utility	<u>9,657,367.94</u>	<u>17,589,421.82</u>	<u>15,301,420.91</u>	<u>11,945,368.85</u>	<u>120,439.44</u>	<u>12,065,808.29</u>
Water and Sewer Utility:						
80 General	2,807,779.52	3,970,566.62	5,230,995.77	1,547,350.37	0.00	1,547,350.37
81 Wastewater Repair and Replacem	250,032.77	75,596.30	0.00	325,629.07	0.00	325,629.07
82 Water and Sewage Maintenance F	448,871.10	117,280.37	0.00	566,151.47	0.00	566,151.47
Total Water and Sewer Utility	<u>3,506,683.39</u>	<u>4,163,443.29</u>	<u>5,230,995.77</u>	<u>2,439,130.91</u>	<u>0.00</u>	<u>2,439,130.91</u>
Airport:						
60 General	1,159,222.06	1,193,362.75	467,334.93	1,885,249.88	0.00	1,885,249.88
61 Airport Improvement	37,594.19	531,716.97	558,253.96	11,057.20	0.00	11,057.20
Total Airport	<u>1,196,816.25</u>	<u>1,725,079.72</u>	<u>1,025,588.89</u>	<u>1,896,307.08</u>	<u>0.00</u>	<u>1,896,307.08</u>
Solid Waste Utility:						
75 General	1,665,289.95	2,214,708.48	1,591,908.13	2,288,090.30	295,635.00	2,583,725.30
Recreation Area:						
70 General Golf Course	2,848.99	785,299.63	565,221.87	222,926.75	0.00	222,926.75
71 Golf Course Building	13,415.98	1,437.75	0.00	14,853.73	0.00	14,853.73
Total Recreation Area	<u>16,264.97</u>	<u>786,737.38</u>	<u>565,221.87</u>	<u>237,780.48</u>	<u>0.00</u>	<u>237,780.48</u>
Drainage Utility:						
79 General	445,610.85	123,685.54	89,752.90	479,543.49	0.00	479,543.49
<u>Internal Service Funds</u>						
55 Health Insurance	560,884.79	2,013,536.79	2,368,197.70	206,223.88	0.00	206,223.88
56 Health Insurance Reserve	1,355,488.91	0.00	0.00	1,355,488.91	0.00	1,355,488.91
35 Workers Compensation	431,503.24	399,220.00	263,311.80	567,411.44	0.00	567,411.44
36 Workers Compensation Reserve	455,633.99	173.63	7,317.70	448,489.92	0.00	448,489.92
Total Internal Service	<u>2,803,510.93</u>	<u>2,412,930.42</u>	<u>2,638,827.20</u>	<u>2,577,614.15</u>	<u>0.00</u>	<u>2,577,614.15</u>
Total All Funds	<u>37,224,824.58</u>	<u>61,982,518.14</u>	<u>59,069,518.21</u>	<u>40,137,824.51</u>	<u>416,074.44</u>	<u>40,553,898.95</u>



City of Garden City
 Statement of Revenues and Expenditures-General Fund Revenues
 From 7/1/2016 Through 7/31/2016

001 - GENERAL FUND

		Curr Month Collections	YTD Collections	Revised Budget	Uncollected Balance
Income					
3022	CONNECTING LINKS	18,578.92	55,992.39	75,000.00	(19,007.61)
3023	CONSUMER USE TAX	93,720.00	681,432.19	890,000.00	(208,567.81)
3028	LIQUOR CONSUMPTION TAX	0.00	56,985.35	100,000.00	(43,014.65)
3035	STATE REVENUE STAMP	0.00	(75.00)	0.00	(75.00)
3040	AD VALOREM TAX	0.00	3,338,563.68	3,390,000.00	(51,436.32)
3041	AD VALOREM BACK TAX	0.00	63,098.26	130,000.00	(66,901.74)
3044	CITY SALES TAX	551,395.98	3,835,580.62	6,350,000.00	(2,514,419.38)
3046	COUNTY SALES TAX	330,599.65	2,224,398.53	3,700,000.00	(1,475,601.47)
3055	MOTOR VEHICLE TAX	0.00	209,472.53	405,000.00	(195,527.47)
3056	RECREATIONAL VEHICLE TAX	0.00	2,848.99	3,100.00	(251.01)
3057	HEAVY DUTY VEHICLE TAX	0.00	2,137.86	1,700.00	437.86
3058	COMMERCIAL VEHICLE TAX	0.00	19,848.44	20,000.00	(151.56)
3065	CATV FRANCHISE	0.00	116,417.81	232,000.00	(115,582.19)
3066	GAS UTILITY FRANCHISE	84,522.67	341,605.11	460,000.00	(118,394.89)
3067	TELEPHONE FRANCHISE	4,629.26	33,670.23	56,000.00	(22,329.77)
3068	TELECOM FRANCHISE	0.00	649.15	2,500.00	(1,850.85)
3115	CEMETERY SPACES	10,450.00	36,465.52	40,000.00	(3,534.48)
3150	IDENTIFIED LONG/SHORT	(308.46)	(2,817.78)	0.00	(2,817.78)
3151	UNIDENTIFIED LONG/SHORT	50.00	60.00	0.00	60.00
3301.01	ANIMAL BOARDING	586.97	6,233.68	15,000.00	(8,766.32)
3301.02	CAR STORAGE & TOWING	3,079.00	9,803.50	18,500.00	(8,696.50)
3301.05	FEES-FALSE ALARM	0.00	1,300.00	3,000.00	(1,700.00)
3301.06	FEES-ENGINEERING SERVICES	0.00	5,800.00	20,000.00	(14,200.00)
3301.07	FEES-GATE RECEIPTS	3,070.00	14,820.00	23,000.00	(8,180.00)
3301.08	FEES-GRAVE OPENINGS	3,100.00	40,525.00	69,000.00	(28,475.00)
3301.09	FEES-MONUMENT SETTING	200.00	1,625.00	2,500.00	(875.00)
3301.10	FEES-PLAT FILING	238.00	1,066.00	2,000.00	(934.00)
3301.11	FEES-REZONING	275.00	1,975.00	3,000.00	(1,025.00)
3301.12	FEES-RURAL FIRE CONTRACTS	0.00	0.00	195,000.00	(195,000.00)
3301.13	FEES-WAIVER FILING	250.00	2,800.00	3,500.00	(700.00)
3301.16	FINES-MUNICIPAL COURT	74,141.81	509,795.70	900,000.00	(390,204.30)
3301.17	FEES-STATE JUDGE	203.19	1,271.15	1,250.00	21.15
3301.18	FEES-STATE LAW ENFORCEMENT	3,945.02	26,483.66	48,000.00	(21,516.34)
3301.19	FEES-REINSTATEMENT	243.00	2,492.00	5,000.00	(2,508.00)
3301.20	FEES-RESTITUTION	4,692.44	9,435.04	1,000.00	8,435.04
3301.21	LEGAL COPIES	385.00	2,217.00	3,000.00	(783.00)
3301.23	FEES-CRIME STOPPER INFRACTION	1,536.00	8,184.34	18,000.00	(9,815.66)
3301.24	FEES-CRIME STOPPER MAJOR	585.82	1,009.00	500.00	509.00
3301.25	FEES-FAMILY CRISIS	600.00	1,100.00	0.00	1,100.00
3350.01	LICENSE-AMUSEMENT	0.00	200.00	0.00	200.00
3350.02	LICENSE-ARBORIST	0.00	0.00	1,000.00	(1,000.00)
3350.03	LICENSE-CEREAL MALT BEVERAGE	0.00	125.00	3,750.00	(3,625.00)
3350.04	LICENSE-CONTRACTOR	200.00	7,700.00	35,000.00	(27,300.00)
3350.05	ZONING COMPLIANCE	25.00	1,000.00	0.00	1,000.00
3350.06	LICENSE-ELECTRICIAN	20.00	2,620.00	7,500.00	(4,880.00)
3350.08	LICENSE-ITINERANT MERCHANT	365.00	4,040.00	8,000.00	(3,960.00)
3350.09	LICENSE-LIQUOR	500.00	4,550.00	4,750.00	(200.00)
3350.10	LICENSE-MECHANICAL	0.00	2,640.00	6,500.00	(3,860.00)



City of Garden City
Statement of Revenues and Expenditures-General Fund Revenues
From 7/1/2016 Through 7/31/2016

3350.12	LICENSE-PAWN SHOP	0.00	75.00	75.00	0.00
3350.13	LICENSE-PLUMBER	0.00	2,160.00	4,000.00	(1,840.00)
3350.15	LICENSE-TAXI	0.00	45.00	100.00	(55.00)
3350.16	TAGS-DOG & CAT	139.42	1,224.69	2,500.00	(1,275.31)
3400.01	PERMITS-BUILDING	12,254.73	281,571.25	290,000.00	(8,428.75)
3400.02	PERMITS-CURB CUT	0.00	0.00	1,000.00	(1,000.00)
3400.03	PERMITS-ELECTRIC	341.00	2,678.50	6,000.00	(3,321.50)
3400.04	PERMITS-EXCAVATION	30.00	892.00	2,500.00	(1,608.00)
3400.05	PERMITS-GAS	426.00	1,592.00	4,000.00	(2,408.00)
3400.06	PERMITS-HOUSE MOVING	0.00	20.00	200.00	(180.00)
3400.08	PERMITS-MECHANICAL	2,376.00	9,873.25	16,000.00	(6,126.75)
3400.09	PERMITS-PLUMBING	2,103.50	8,231.00	15,000.00	(6,769.00)
3400.11	PERMITS-TV & SIGN	260.00	3,368.00	8,000.00	(4,632.00)
3435	INTEREST INCOME	3,046.75	20,429.16	37,500.00	(17,070.84)
3437	FINANCE CHARGE INCOME	(192.24)	41.65	12,500.00	(12,458.35)
3440.02	RENTAL-CITY FACILITIES	1,005.31	8,207.89	40,000.00	(31,792.11)
3440.03	RENTAL-DEPOT	100.00	700.00	1,200.00	(500.00)
3447	ROYALTIES-GAS WELLS	836.69	4,799.85	18,000.00	(13,200.15)
3450	SALE OF PROPERTY-AUCTION	0.00	0.00	9,000.00	(9,000.00)
3454	SALE OF PROPERTY-LAND	0.00	300.00	0.00	300.00
3456	SALE OF PROPERTY-POLICE CARS	0.00	0.00	8,000.00	(8,000.00)
3470.01	REIMBURSE-ADMINISTRATIVE COSTS	0.00	0.00	1,201.00	(1,201.00)
3470.04	REIMBURSE-POLICE SERVICES	1,758.75	130,139.95	250,000.00	(119,860.05)
3470.07	UTILITY FUNDS REIMBURSEMENT	340,525.00	2,383,675.00	4,470,850.00	(2,087,175.00)
3470.08	REIMBURSE-COUNTY	0.00	185,000.00	185,000.00	0.00
3470.09	REIMBURSE-HOLCOMB	0.00	42,000.00	42,000.00	0.00
3470.11	REIMBURSE-ANIMAL SHELTER	0.00	0.00	55,750.00	(55,750.00)
3515	FUEL TAX REFUND	0.00	1,250.77	3,000.00	(1,749.23)
3600.01	MISCELLANEOUS-ADMINISTRATION	0.00	49.31	500.00	(450.69)
3600.02	MISCELLANEOUS-CEMETERY	135.00	495.00	1,000.00	(505.00)
3600.07	MISCELLANEOUS-POLICE	25.00	63.79	0.00	63.79
4010.01	TRANSFER-HEALTH INSURANCE RESV	0.00	0.00	330,000.00	(330,000.00)
	Total Income	<u>1,557,050.18</u>	<u>14,776,028.01</u>	<u>23,067,926.00</u>	<u>(8,291,897.99)</u>



City of Garden City
Statement of Revenues and Expenditures-General Fund Expenses
From 7/1/2016 Through 7/31/2016

001 - GENERAL FUND

		Curr Month			
		Expenses	YTD Expenses	Revised Budget	Budget Remaining
Expenses					
111	CITY COMMISSION	7,235.81	49,415.87	118,850.00	69,434.13
112	CITY MANAGER	64,745.20	402,929.83	672,890.00	269,960.17
113	SERVICE AND FINANCE	84,129.52	471,754.10	834,800.00	363,045.90
114	LEGAL SERVICES	18,633.36	100,413.63	182,050.00	81,636.37
115	MUNICIPAL COURT	46,052.31	271,908.32	555,200.00	283,291.68
116	HUMAN RESOURCES	16,925.50	97,265.23	169,150.00	71,884.77
117	INFORMATION TECH	81,367.44	414,744.85	636,245.00	221,500.15
118	CITY PROSECUTION	<u>22,826.86</u>	<u>138,286.51</u>	<u>209,400.00</u>	<u>71,113.49</u>
	Total Administration	341,916.00	1,946,718.34	3,378,585.00	1,431,866.66
121	POLICE-ADMINISTRATIVE	157,630.21	1,287,419.17	1,947,510.00	660,090.83
122	POLICE-INVESTIGATIONS	135,512.44	589,418.02	1,066,030.00	476,611.98
123	POLICE-PATROL	441,996.09	2,288,531.09	3,928,360.00	1,639,828.91
124	POLICE-SUPPORT SERVICES	129,268.26	673,526.52	1,308,219.00	634,692.48
125	POLICE-ANIMAL CONTROL	<u>31,579.15</u>	<u>160,306.13</u>	<u>256,600.00</u>	<u>96,293.87</u>
	Total Police	895,986.15	4,999,200.93	8,506,719.00	3,507,518.07
131	PUBLIC WORKS-PLANNING,COMM	156,728.01	711,883.53	1,402,500.00	690,616.47
133	PUBLIC WORKS-STREET MAINT	108,267.03	1,038,426.47	1,503,450.00	465,023.53
135	PUBLIC WORKS-PARKS	<u>98,642.55</u>	<u>644,855.69</u>	<u>988,750.00</u>	<u>343,894.31</u>
	Total Public Works	363,637.59	2,395,165.69	3,894,700.00	1,499,534.31
141	ZOO-ADMINISTRATIVE	47,666.81	258,996.92	440,000.00	181,003.08
142	ZOO-MAINTENANCE DIVISION	41,436.54	180,551.80	367,750.00	187,198.20
144	ZOO-ANIMAL DIVISION	<u>126,660.80</u>	<u>616,416.09</u>	<u>1,170,900.00</u>	<u>554,483.91</u>
	Total Zoo	215,764.15	1,055,964.81	1,978,650.00	922,685.19
151	FIRE-ADMINISTRATIVE	26,784.99	157,991.53	279,900.00	121,908.47
152	FIRE-OPERATIONS	334,545.61	1,717,120.84	2,846,300.00	1,129,179.16
153	FIRE-VOLUNTEERS	1,228.15	3,358.25	21,900.00	18,541.75
154	FIRE-ARFF STATION	<u>1,640.96</u>	<u>4,217.33</u>	<u>95,900.00</u>	<u>91,682.67</u>
	Total Fire	364,199.71	1,882,687.95	3,244,000.00	1,361,312.05
161	CEMETERY-OPERATIONS	32,775.69	257,317.30	607,600.00	350,282.70
171	CAPITAL IMPROVEMENT	271,059.09	930,661.24	2,088,000.00	1,157,338.76
181	EMPLOYEE BENEFITS	0.00	<u>325,000.00</u>	<u>330,000.00</u>	<u>5,000.00</u>
	Total	<u>2,485,338.38</u>	<u>13,792,716.26</u>	<u>24,028,254.00</u>	<u>10,235,537.74</u>



City of Garden City
 Statement of Revenues and Expenditures-Utility Fund Revenues
 From 7/1/2016 Through 7/31/2016

		Curr Month Collections	YTD Collections	Revised Budget	Uncollected Balance
Income					
068	ELECTRIC				
3101	COLLECTIONS-ELECTRIC	2,612,568.52	16,184,513.59	31,623,717.00	(15,439,203.41)
3110.01	COLLECTIONS-COIN BOX	196.69	413.40	250.00	163.40
3118	CONNECT FEES	5,580.00	43,174.00	98,000.00	(54,826.00)
3150	IDENTIFIED LONG/SHORT	(160.98)	(6,616.50)	0.00	(6,616.50)
3151	UNIDENTIFIED LONG/SHORT	(66.20)	(341.66)	0.00	(341.66)
3154	INSUFFICIENT FUNDS CHECKS	(1,415.73)	(5,208.20)	0.00	(5,208.20)
3155	RETURNED CHECK CHARGE	275.00	2,575.00	5,000.00	(2,425.00)
3185	PENALTIES	18,662.30	64,034.07	85,000.00	(20,965.93)
3201	REIMBURSE-DEVELOPER	0.00	11,632.00	55,000.00	(43,368.00)
3435	INTEREST INCOME	21.18	125.03	2,000.00	(1,874.97)
3492	SALES TAX	104,949.74	607,314.93	1,136,225.00	(528,910.07)
3600	MISCELLANEOUS	2,038.19	58,401.16	5,000.00	53,401.16
4010.05	TRANSFER-ELECTRIC UTILITY	0.00	62,500.00	0.00	62,500.00
	Total Electric	2,742,648.71	17,022,516.82	33,010,192.00	(15,987,675.18)
075	SOLID WASTE-GENERAL				
3111	COLLECTIONS-SOLID WASTE	290,285.26	2,093,856.47	3,500,000.00	(1,406,143.53)
3185	PENALTIES	0.00	88,410.52	80,000.00	8,410.52
3195	RECYCLING SALES	2,949.90	28,621.95	50,000.00	(21,378.05)
3435	INTEREST INCOME	0.00	499.73	1,460.00	(960.27)
3515	FUEL TAX REFUND	0.00	1,719.81	0.00	1,719.81
3600	MISCELLANEOUS	1,600.00	1,600.00	0.00	1,600.00
	Total Solid Waste	294,835.16	2,214,708.48	3,631,460.00	(1,416,751.52)
079	DRAINAGE UTILITY				
3104.01	DRAINAGE FEE	17,178.48	123,434.86	208,000.00	(84,565.14)
3435	INTEREST INCOME	250.68	250.68	139.00	111.68
	Total Drainage Utility	17,429.16	123,685.54	208,139.00	(84,453.46)
080	WATER AND SEWAGE				
3102.01	COLLECTIONS-SEWER	200,392.85	1,443,741.77	2,525,770.00	(1,082,028.23)
3103	COLLECTIONS-WATER	475,514.84	2,236,012.94	4,300,000.00	(2,063,987.06)
3118	CONNECT FEES	1,395.00	9,445.00	18,000.00	(8,555.00)
3120	COUNTY SEWER FEES	14,986.56	69,303.52	112,000.00	(42,696.48)
3130	FIRE LEG FEES	2,200.00	19,745.00	15,500.00	4,245.00
3185	PENALTIES	0.00	8,587.74	110,000.00	(101,412.26)
3201	REIMBURSE-DEVELOPER	0.00	2,094.98	30,000.00	(27,905.02)
3225	SALE OF MATERIAL	0.00	1,530.60	15,000.00	(13,469.40)
3228	SEWER MAINTENANCE FEES	326.00	2,302.00	4,500.00	(2,198.00)
3229	SEWER TANK FEES	20,861.79	98,883.08	135,000.00	(36,116.92)
3257	WATER TANK SALES	4,752.00	13,700.11	55,000.00	(41,299.89)
3260	WATER TAP FEES	5,987.99	29,532.83	65,000.00	(35,467.17)
3494	TAX-WATER CONSUMPTION	6,391.33	26,622.78	55,000.00	(28,377.22)
3515	FUEL TAX REFUND	0.00	0.00	250.00	(250.00)
3600	MISCELLANEOUS	670.00	9,064.27	15,000.00	(5,935.73)
4010.20	TRANSFER-WTR SYS MAINT RESV	0.00	0.00	250,000.00	(250,000.00)
4010.21	TRANSFER-WASTEWTR R&R RESV	0.00	0.00	200,000.00	(200,000.00)
	Total Water and Sewer	733,478.36	3,970,566.62	7,906,020.00	(3,935,453.38)
	Total Income	3,788,391.39	23,331,477.46	44,755,811.00	(21,424,333.54)



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Allen Shelton, Fire Chief
DATE: August 16, 2016
RE: Fire Department Activity Report July 2016

ISSUE:

Presentation of July 2016 Fire Department Activity Reports.

BACKGROUND:

Attached is the Fire Department Incident and Inspections report for the month of July 2016.

ALTERNATIVES:

None

RECOMMENDATION:

None

FISCAL NOTE:

None

ATTACHMENTS:

Description	Upload Date	Type
Incident Report July 2016	8/8/2016	Backup Material
Inspection Report 2016	8/8/2016	Backup Material

Garden City Fire Department

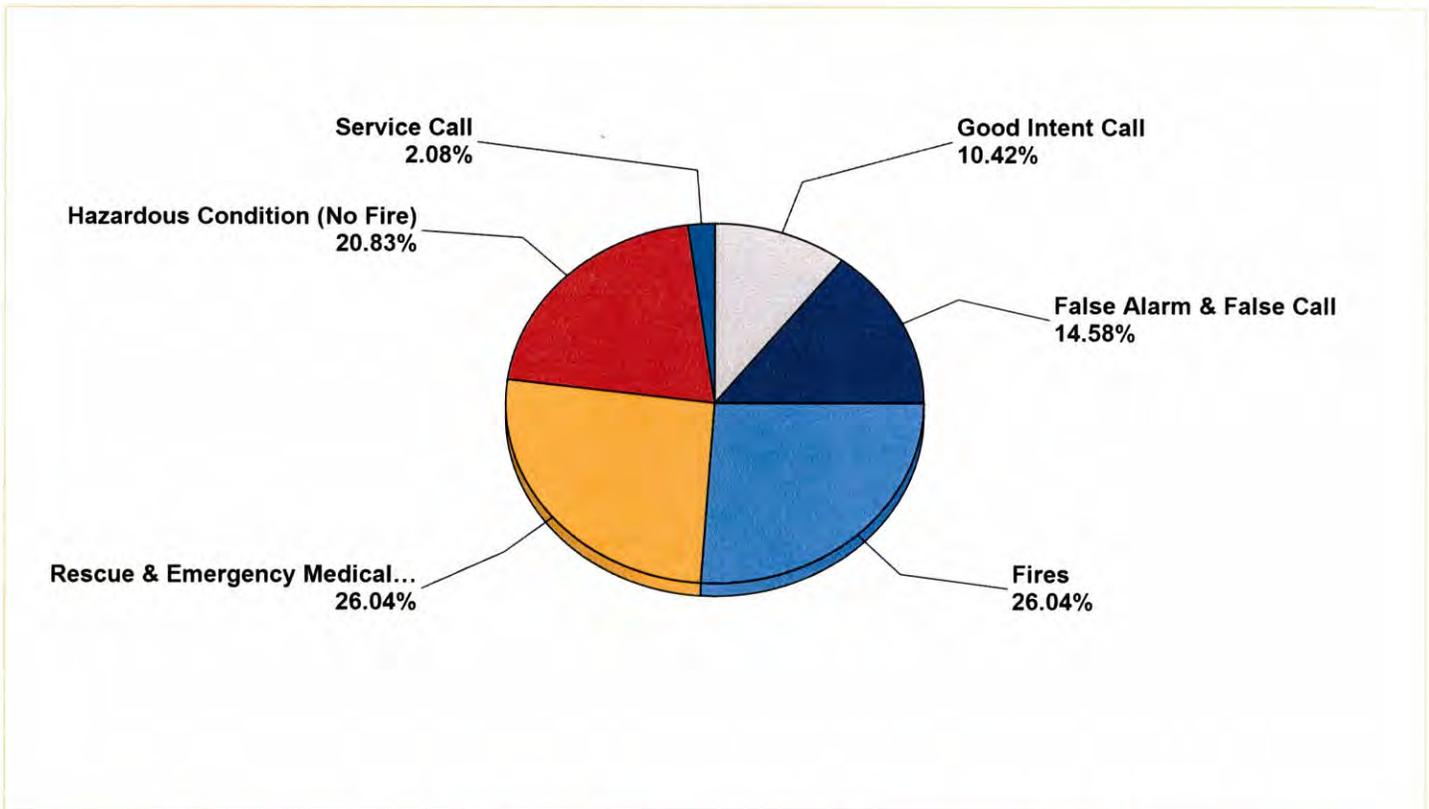
Garden City, KS

This report was generated on 8/8/2016 2:23:43 PM



Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 07/01/2016 | End Date: 07/31/2016



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	25	26.04%
Rescue & Emergency Medical Service	25	26.04%
Hazardous Condition (No Fire)	20	20.83%
Service Call	2	2.08%
Good Intent Call	10	10.42%
False Alarm & False Call	14	14.58%
TOTAL	96	100.00%

Only REVIEWED incidents included. Summary results for a major incident type are not displayed if the count is zero.

Detailed Breakdown by Incident Type

INCIDENT TYPE	# INCIDENTS	% of TOTAL
111 - Building fire	1	1.04%
113 - Cooking fire, confined to container	1	1.04%
118 - Trash or rubbish fire, contained	5	5.21%
121 - Fire in mobile home used as fixed residence	3	3.13%
130 - Mobile property (vehicle) fire, other	1	1.04%
131 - Passenger vehicle fire	2	2.08%
132 - Road freight or transport vehicle fire	2	2.08%
142 - Brush or brush-and-grass mixture fire	1	1.04%
143 - Grass fire	3	3.13%
160 - Special outside fire, other	1	1.04%
170 - Cultivated vegetation, crop fire, other	1	1.04%
171 - Cultivated grain or crop fire	4	4.17%
311 - Medical assist, assist EMS crew	4	4.17%
321 - EMS call, excluding vehicle accident with injury	1	1.04%
322 - Motor vehicle accident with injuries	7	7.29%
323 - Motor vehicle/pedestrian accident (MV Ped)	2	2.08%
324 - Motor vehicle accident with no injuries.	9	9.38%
353 - Removal of victim(s) from stalled elevator	1	1.04%
357 - Extrication of victim(s) from machinery	1	1.04%
400 - Hazardous condition, other	1	1.04%
410 - Combustible/flammable gas/liquid condition, other	2	2.08%
411 - Gasoline or other flammable liquid spill	2	2.08%
412 - Gas leak (natural gas or LPG)	1	1.04%
413 - Oil or other combustible liquid spill	1	1.04%
422 - Chemical spill or leak	3	3.13%
424 - Carbon monoxide incident	1	1.04%
444 - Power line down	6	6.25%
462 - Aircraft standby	1	1.04%
463 - Vehicle accident, general cleanup	2	2.08%
551 - Assist police or other governmental agency	2	2.08%
600 - Good intent call, other	6	6.25%
611 - Dispatched & cancelled en route	1	1.04%
631 - Authorized controlled burning	2	2.08%
651 - Smoke scare, odor of smoke	1	1.04%
700 - False alarm or false call, other	7	7.29%
733 - Smoke detector activation due to malfunction	2	2.08%
735 - Alarm system sounded due to malfunction	1	1.04%
743 - Smoke detector activation, no fire - unintentional	3	3.13%
745 - Alarm system activation, no fire - unintentional	1	1.04%
TOTAL INCIDENTS:	96	100.00%

Only REVIEWED incidents included. Summary results for a major incident type are not displayed if the count is zero.

Garden City Fire Department

Garden City, KS

This report was generated on 8/8/2016 2:20:33 PM



StartDate: 07/01/2016 | EndDate: 07/31/2016

OCCUPANCY	COUNT
INSPECTION TYPE: Alarm System Test	
Middle School	2
Other	2
INSPECTION TYPE: Company	
Auto Repair	2
Bakeries	1
Business Office	5
Laundry/Cleaners	2
Liquor Store	1
Medical/Dental Office	2
Mercantile	2
Residential Board & Care	3
Restaurant	1
INSPECTION TYPE: Construction	
Assembly	1
INSPECTION TYPE: Fire Protection System Inspection	
Bank	1
INSPECTION TYPE: Fireworks	
Other	1
INSPECTION TYPE: Inspection	
Business Office	1
College	2
Residential Board & Care	1
INSPECTION TYPE: Reinspection	
Auto Sales and Maintenance	1
Mercantile	2
INSPECTION TYPE: Zoning Compliance	
Business Office	2

Locked inspections only.



EMERGENCY REPORTING

emergencyreporting.com

Doc Id: 1132

Page # 1



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Michael D. Utz, Chief of Police
DATE: August 16, 2016
RE: June 2016 Police Department Monthly Report

ISSUE:

Presentation of the June 2016 activity reports for the Garden City Police Department.

BACKGROUND:

Attached is the Garden City Police Department Staff report for June 2016.

ALTERNATIVES:

None.

RECOMMENDATION:

None.

FISCAL NOTE:

None.

ATTACHMENTS:

Description	Upload Date	Type
June Master Activity Report	8/10/2016	Backup Material
Chart Comparison of Crimes	8/10/2016	Backup Material

**GARDEN CITY POLICE DEPARTMENT
 MASTER ACTIVITY REPORT
 June of 2016
 INCIDENTS REPORTED**

<i>OFFENSES</i>	<i>THIS MONTH</i>	<i>LAST MONTH</i>	<i>TO DATE THIS YEAR</i>
Murder/Manslaughter	0	0	0
Rape	2	0	10
Robbery	1	0	6
Aggravated Assault	7	12	42
Burglary	5	13	42
Theft	67	52	352
Auto Theft	5	0	11
Arson	1	1	4
TOTAL	88	78	467
All Other Crimes	151	195	839
GRAND TOTAL	239	273	1306

CRIMINAL ENFORCEMENT ACTIVITIES

<i>DESCRIPTION</i>	<i>THIS MONTH</i>	<i>LAST MONTH</i>	<i>TO DATE THIS YEAR</i>
Adult Arrests	136	164	965
Juveniles Detained	31	14	141
TOTAL CUSTODY	167	178	1106
Alcohol Related	12	3	82
Drug Related	38	28	197
Curfew Violations	11	5	23

INVESTIGATIONS DIVISION ACTIVITIES

<i>DESCRIPTION</i>	<i>THIS MONTH</i>	<i>LAST MONTH</i>	<i>TO DATE THIS YEAR</i>
Total Cases Assigned	43	58	246
Total Active Cases	197	172	1062
Adult Affidavits Filed	12	12	55
Juvenile Affidavits Filed	1	1	7
Follow-Up Contacts	539	580	3719
Special Assignments	12	66	307
Search Warrants	4	17	41
Supplemental Reports	56	105	828
Other Reports	126	181	1090
Cases Referred For Prosecution	52	32	178

TRAFFIC ACCIDENT INVESTIGATIONS

<i>DESCRIPTION</i>	<i>THIS MONTH</i>	<i>LAST MONTH</i>	<i>TO DATE THIS YEAR</i>
Fatal Accidents	0	0	0
Injury Accidents	13	4	45
Non-Injury Accidents	110	84	418
TOTAL ACCIDENTS	123	88	463
Private Property Accidents	8	12	31

**GARDEN CITY POLICE DEPARTMENT
 MASTER ACTIVITY REPORT
 June of 2016**

OFFICERS ASSAULTED

<i>DESCRIPTION</i>	<i>THIS MONTH</i>	<i>LAST MONTH</i>	<i>TO DATE THIS YEAR</i>
Firearm	2	0	2
Cutting Instrument	0	0	0
Other Dangerous Weapon	0	0	0
Hands, Fist, Feet, Etc.	0	6	13
Police Service Dog	0	0	0
TOTAL ASSAULTS	2	6	15

PATROL/CRD DIVISIONS SUMMARY

<i>DESCRIPTION</i>	<i>THIS MONTH</i>	<i>LAST MONTH</i>	<i>TO DATE THIS YEAR</i>
Offense Reports	231	447	1545
Supplemental Reports	217	230	992
Other Reports	0	0	305
Community Oriented Policing	162	208	1119
Speeding Citations	24	89	248
Other Traffic Citations	223	363	1418
Parking Citations	7	9	49
Warning Notices	62	132	1500
Penal Summons	39	26	228
Felony Cases Cleared	36	40	196
Misdemeanor Cases Cleared	133	145	684
DUI Cases Cleared	6	4	44
Insecure Premises	5	7	39
Field Interviews	17	20	63
Citizen & Business Assists	184	223	1022
Alarms	91	66	450
Adult Affidavits Filed	37	41	209
Juvenile Affidavits Filed	16	14	75

COMMUNICATIONS CENTER ACTIVITIES

<i>DESCRIPTION</i>	<i>THIS MONTH</i>	<i>LAST MONTH</i>	<i>TO DATE THIS YEAR</i>
Non-Traffic Activities	2199	2116	12724
Traffic Activities	532	842	3667
TOTAL ACTIVITIES	2731	2958	16391
911 Calls	1820	959	8421
Finney County Sheriff's Office Activities	503	463	2669

**GARDEN CITY POLICE DEPARTMENT
 MASTER ACTIVITY REPORT
 June of 2016**

RESPONSE TIME SUMMARY

<i>DESCRIPTION</i>	<i>THIS MONTH</i>	<i>LAST YEAR</i>	<i>5 YEARS AGO</i>
Average Emergency	8.72	5.79	5.8
Average Non-Emergency	10.16	8.68	10.33
Average Traffic Accident	5.5	8.14	13.86

ANIMAL INCIDENT ACTIVITIES

<i>DESCRIPTION</i>	<i>THIS MONTH</i>	<i>LAST MONTH</i>	<i>TO DATE THIS YEAR</i>
Animals Impounded	117	188	668
Animals Disposed	67	37	209
Citations Issued	0	0	1
Animal Bites	4	6	24
Adoptions	16	17	88

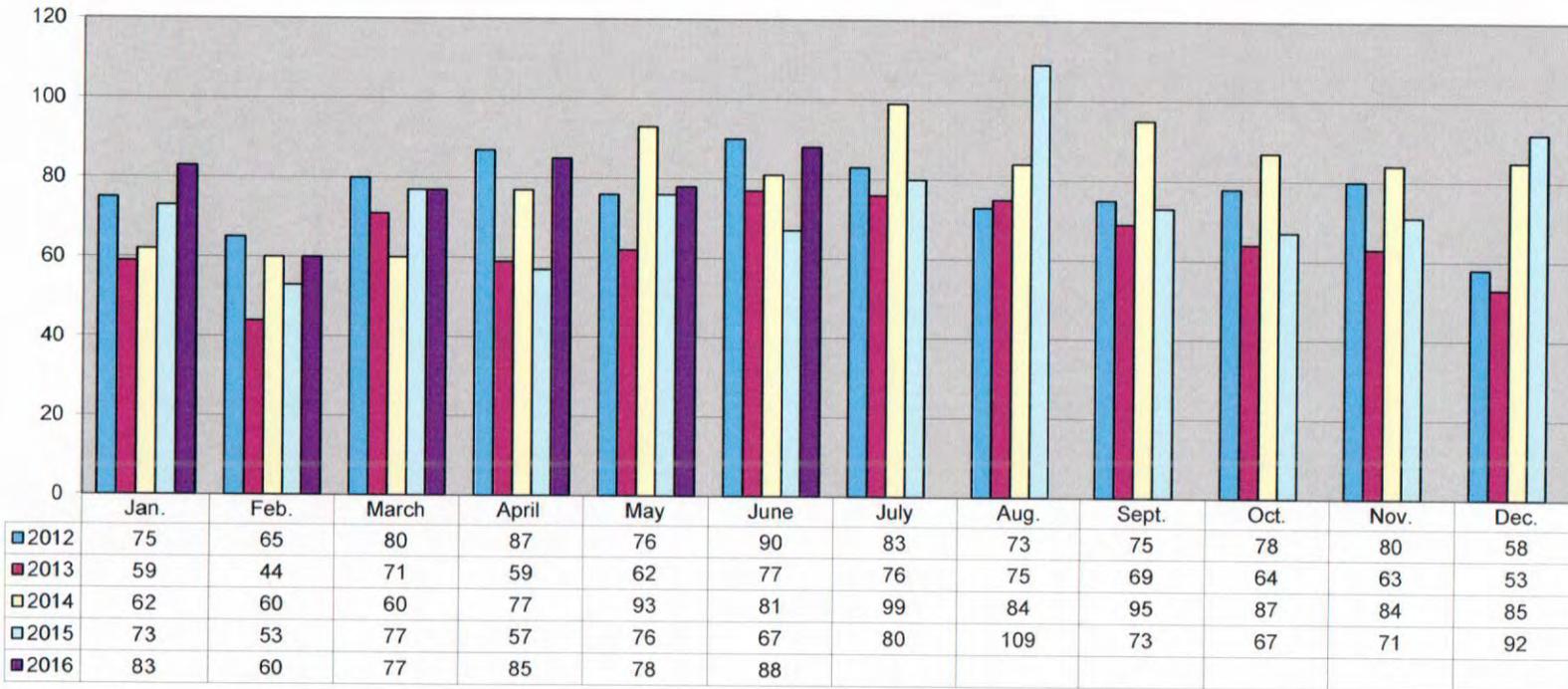
TRAINING HOURS RECEIVED

<i>DESCRIPTION</i>	<i>THIS MONTH</i>	<i>LAST MONTH</i>	<i>TO DATE THIS YEAR</i>
Administrative	6.00	51.50	183.75
Patrol/CRD Division	567.00	0.00	2294.25
Support Services Division	7.00	12.00	198.15
Investigation Division	40.00	12.00	255.00
Instructor Hours	52.00	1.00	173.50
SUB-TOTAL TRAINING HRS	672.00	76.50	3104.65
Academy Training Hours	640.00	648.00	1952.00
TOTAL TRAINING HOURS	1312.00	724.50	5056.65

ADMINISTRATIVE INVESTIGATIONS

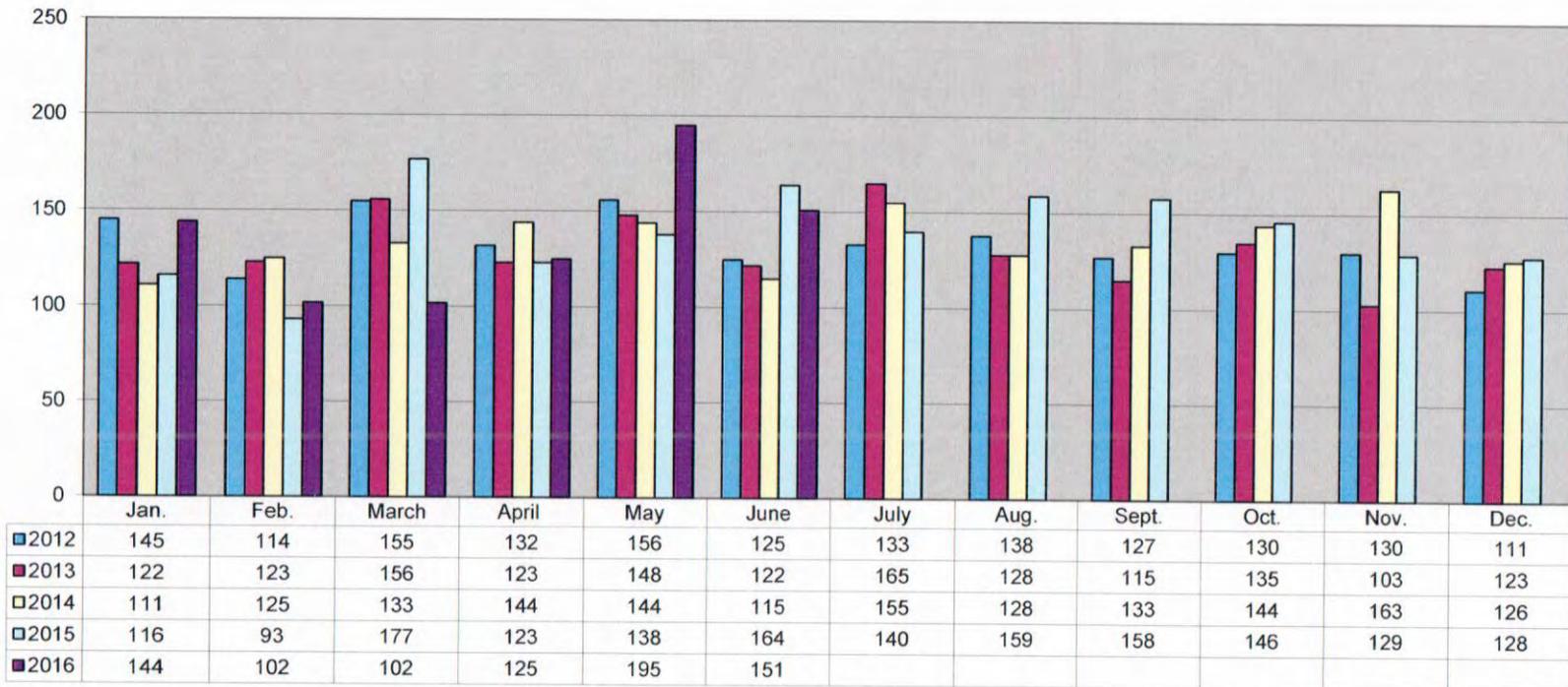
<i>DESCRIPTION</i>	<i>THIS MONTH</i>	<i>LAST MONTH</i>	<i>TO DATE THIS YEAR</i>
Allegations Received	1	1	8
Unfounded	0	0	0
Unsubstantiated	0	0	0
Sustained	0	2	4
Exonerated	0	0	4
Violation Not Based On Complaint	0	0	0
Investigation In Progress	1	0	9
Administrative Closure	0	0	1
Commendations	2	4	24

Part I Crimes



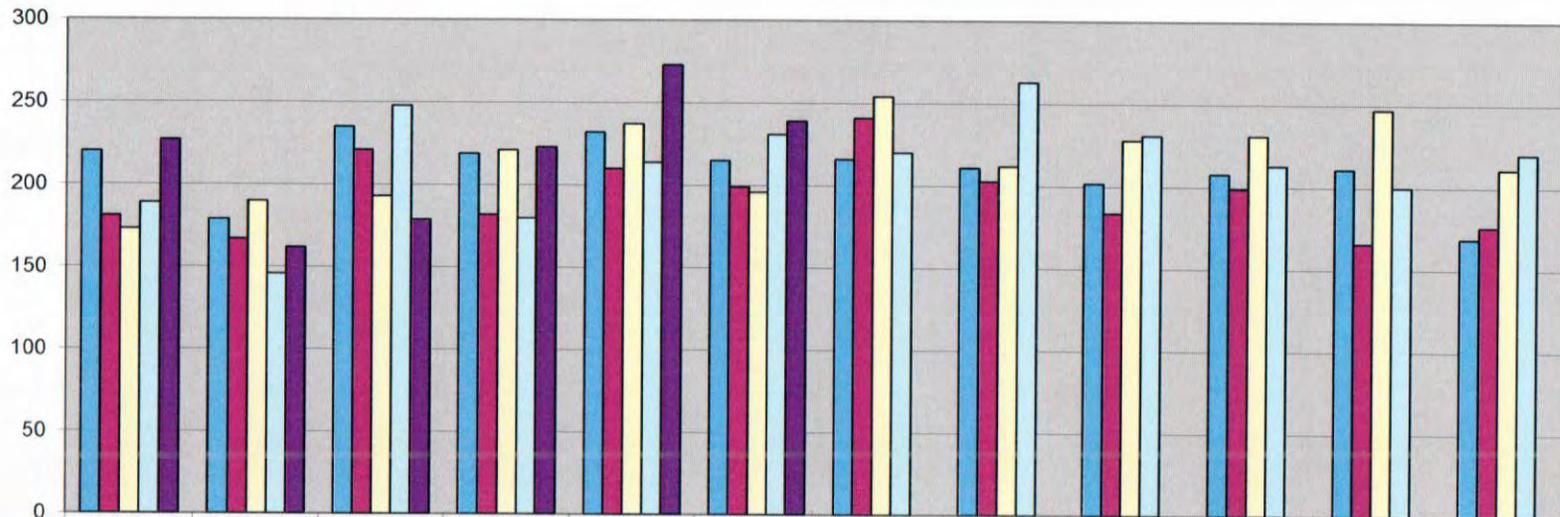
Part I Crimes - Murder, Manslaughter, Rape, Robbery, Agg. Assault, Burglary, Theft, Auto Theft, Arson

All Other Crimes



All Other Crimes may include: Interference with Police Officer, Criminal Threats, Disorderly Conduct, Criminal Trespass, Narcotic Violations, Liquor Violations, Indecent Liberties with Child, Kidnapping, DUI, Graffiti, Forgery, Weapons Violation, Criminal Damage to Property

Grand Total All Crimes



	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
■2012	220	179	235	219	232	215	216	211	202	208	211	169
■2013	181	167	221	182	210	199	241	203	184	199	166	176
■2014	173	190	193	221	237	196	254	212	228	231	247	211
■2015	189	146	248	180	214	231	220	263	231	213	200	220
■2016	227	162	179	223	273	239						



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Kristi Newland, Zoo Director
DATE: August 16, 2016
RE: Lee Richardson Zoo monthly report - July 2016

ISSUE:

Presentation of the July 2016 staff report from Lee Richardson Zoo

BACKGROUND:

Attached are the July 2016 staff report from Lee Richardson Zoo and Zoo Guidelines for a pleasant and safe visit

ALTERNATIVES:

None

RECOMMENDATION:

None

FISCAL NOTE:

None

ATTACHMENTS:

Description	Upload Date	Type
Zoo monthly report	8/9/2016	Backup Material



CITY OF GARDEN CITY ZOO DEPARTMENT JULY 2016 MONTHLY REPORT

ANIMAL DIVISION

ACCESSIONS:

Births/Hatchings

None

Transactions (Purchases, donations, etc.)

None

DEACCESSIONS

Deaths

0.1 Bald eagle

Infection

0.0.1 Great Plains skink

Urate blockage in bladder

Transactions (Sales, donations, etc.)

4.0 African lions

Transfer to Denver Zoo, SSP recommendation

The male and female giraffes are now in the big yard together. A farewell party for the male lion cubs took place. New Keeper II was hired and will start next month. The West Green was open late on July 4th for the Municipal band concert and fireworks viewing. Police reports filed for broken playground equipment and for graffiti on leopard barn wall.

ADMINISTRATION DIVISION

The written response was submitted to AZA Accreditation Commission regarding the concerns identified during the inspection. Contractors were lined up to address two of the concerns. Staff facilitated the success of FOLRZ's Jungle Run II car show and Finney County Historical Museum's Flea Market. Zoo Director attended the second session of the Grant Writing Academy. The 2017 budget was approved by the City Commission. FOLRZ arranged for a "Zoo night" at the Wind baseball game. Staff completed weekly "Zoo to You" Telegram columns and 6 radio spots. Staff attended blood borne pathogens training through KMU and CPR/First Aid training at the Fire Station. GCPD led the all-staff training session regarding the use of pepper spray. Staff updated zoo guest related policies (drones, selfie-sticks).

EDUCATION DIVISION

Education Division gave 55 formal programs to 490 people and reached an additional 158 people through 3.25 hours of informal programming. Distance Learning programs earned \$200 in fees. We held the 3rd annual Girl Scouts' Snooze At The Zoo. The 2nd round of Zoo Adventures went smoothly and included a focus on insects for 1st/2nd, oceans for 3rd/4th which included a video conference with Mystic Aquariums beluga whale, and Jr. Zookeepers for 7th/8th. Program development continued for the 2016/2017 school year. Nature Play Space additions were planned with Maintenance Division and AZA Nature Play grant providers. End of year AZA Nature Play grant report was completed. Mulch and weeding in the Nature Play Space was done by staff and volunteers. Research for touch screen display was completed. Carnivorous plant exhibit was redone and Education staff members were trained on maintenance of it. A misinterpretation of a medical situation involving Buddy the bald eagle was posted by a visitor on Garden City Chat; staff monitored and responded as appropriate to minimize viral nature of the post and to properly educate those reading the posts. Staff organized a volunteer potluck as well as three events for Zookeeper (Zoo Staff) Appreciation Week. Education staff assisted with and took part in employee team building exercise, Zoo Olympics, and helped with Mississippi kite physical therapy and pronghorn socialization.

MAINTENANCE DIVISION

The Maintenance crew spent time preparing zoo grounds for the FOLRZ's Jungle Run II car show and the Museum's Flea Market, and also spent a few days dealing with downed tree limbs due to storms that came through the area. The team addressed some of the lesser concerns from the AZA inspection (adding locks on both animal room doors at FCCE and replacing the wooden doors on the MOA window exhibits with doors made of high-density polyethylene). The enclosure housing the education tortoises was also rebuilt using HDPE. Cable was added across the moat viewing areas around both Addax yards to reduce likelihood of guests going over the barrier. Other accomplishments: rebuilt trailer that is used to pick up tree limbs, and Safari Shop trim, rusty areas on the "Ol' Two Bits" train, and the wrought iron fence by the Safari Shop were repainted. Repairs focusing on water conservation: irrigation leaks were fixed, as well as a few leaks in the Wild Asia fogger system lines, and replacing automatic sprinkler valves. Our seasonal employees spent 32 hours pulling weeds in the Butterfly Garden.



How to enjoy the zoo safely:

1. This is home to the zoo animals. Please enjoy seeing a glimpse of their world but don't tease or disturb them.
 - a. Don't propel, drop, or put things in their habitats. This includes rocks, toys, arms, legs, selfie sticks, etc... Keep all body parts and possessions on your side of the barriers and stay on paths where provided.
 - b. Don't climb on the fences/barriers. They're there for your safety as well as that of the animals.
 - c. If you do accidentally lose something into an animal's area, or on the other side of a public barrier, please notify zoo staff. Items lost in an animal area will be returned if possible.
2. Leave your pets at home. The zoo can be a dangerous place for them and they can be a threat to the zoo animals too.
 - a. If you're driving through the zoo with your pet in the vehicle, please keep the windows rolled up.
 - b. Please don't leave pets or children unattended in a vehicle.
3. For the safety of the animals: no fireworks or remotely piloted aircraft (drones, model airplanes, etc...) in or over the zoo.
4. All the animals are on special diets to help keep them healthy so please don't feed them.
 - a. We know feeding the animals can be fun so we have some special opportunities for you:
 - i. Feed the ducks and fish at the duck pond and gold fish pond on the north side of the zoo. You can purchase food just for those animals and contribute to conservation all at the same time!
 - ii. Take part in staff guided feeding opportunities such as "Giraffe Encounters".
5. So everyone can enjoy the zoo, please limit smoking to inside your private enclosed vehicle.
6. To help preserve the zoo grounds:
 - a. respect the plant life (leave the flowers, trees, etc... as they are)
 - b. no digging,
 - c. please take coals with you for proper disposal if grilling,
 - d. put trash in the trash containers provided.
7. Native wildlife lives here too (squirrels, ducks, snakes, rabbits, etc...). Please don't harass them.
8. Follow instructions of zoo personnel and zoo signs.
9. Be considerate of other zoo guests.

Enjoy the zoo! If you see anything of concern or have a question, please notify a zoo staff member or call 620-275-1250.

Consideration of Appropriation Ordinance

Ordinances & Resolutions



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: James Dummermuth, City Prosecutor
DATE: August 16, 2016
RE: STO and UPOC (2016)

ISSUE:

The Governing Body is asked to consider and approve the Standard Traffic Ordinance (STO) and Uniform Public Offense Code (UPOC) for 2016.

1. Ordinance No. _____ - 2016, an ordinance regulating public offenses with the corporate limits of the City of Garden City, Kansas; incorporating by reference the Uniform Public Offense Code for Kansas Cities, Edition 2016, with certain omissions, additions or changes; amending Code Section 62-2; repealing existing Code Section 62-2; all to the Code of Ordinances of the City of Garden City, Kansas.
2. Ordinance No. _____ - 2016, an ordinance regulating traffic within the corporate limits of the City of Garden City, Kansas; incorporating by reference the Standard Traffic Ordinance for Kansas Cities, Edition 2016, with certain omissions, additions, or changes; prescribing additional regulations; providing certain penalties; amending Code Section 86-2; repealing existing Code Section 86-2; all to the Code of Ordinances of the City of Garden City, Kansas.

BACKGROUND:

The League of Kansas Municipalities publishes annually a model Standard Traffic Ordinances and Uniform Public Offense Code. The 2016 versions of those two ordinances are presented for review and adoption. The City adopts by reference these two uniform ordinances each year for two purposes; first to manage the size of our Code, and the second purpose is to standardize basic traffic and safety laws around the State. Most changes from the 2015 versions are not material, rather a change in language. In addition to changes that have been made by the State of Kansas staff has identified other ordinances that need amended and those are included as well.

Those changes which are material are listed here:

- STO - Section 30. Driving Under the Influence. - A second-time offense previously carried 14 mandatory days in jail, the attached language reduces that to 10 mandatory days in jail. Additionally, a second-time offense carried a \$1500 fine and that has been raised to \$1750.
- STO - Section 30. Driving Under the Influence of Intoxicating Liquor or Drugs; Penalties. Refusing to submit to a test to determine the presence of alcohol or drugs has been removed as a prior conviction.
- STO - Section 30.1. Driving Commercial Motor Vehicle Under the Influence of Intoxicating Liquor or Drugs; Penalties. Refusing to submit to a test to determine the presence of alcohol

or drugs has been removed as a prior conviction.

- STO - Section 30.2 Preliminary Breath Test. Removal of (c)(2) - Refusal to submit to testing is a traffic infraction.
- STO Section 30.2.1. Refusal to Submit to Alcohol or Drug Test - Deleted
- STO Section 175.1 Compression Release Engine Braking System - Added a definition to this section for "compression release engine braking system."
- STO - Section 192. No Valid Driver's License. Penalties included mandatory jail and fines as followed: 1st - \$200 and 0 days; 2nd \$300 and 5 days; 3rd - \$500 and 30 days; 4th - \$700 and 60; 5th - \$1000 and 90 days; 6th/more - \$1000 and 120 days. The attached language proposes the following: 1st - \$300 and 0 days; 2nd \$600 and 2 days; 3rd - \$1000 and 5 days; 4th - \$1000 and 10; 5th - \$1000 and 15 days; 6th/more - \$1000 and 25 days.
- UPOC - Section 1.1 Definitions. Act, Smoking; Definitions (h) and Juvenile Correctional Facility Officer or Employee was removed.
- UPOC - Section 3.1.1 Domestic Battery - A first-time offense \$400 fine has been raised to \$500 fine. A second-time offense \$500 fine has been raised to \$750.
- UPOC - Section 3.2 Battery Against a Law Enforcement Officer. Under definition of Attorney; City Attorney was removed.
- UPOC - Section 3.12 Breach of Privacy. Added two additional situations when it does not apply: a provider of an interactive computer service and a radio carrier.
- UPOC - Section 5.8 Purchase, Consumption or Possession of Alcoholic Liquor or Cereal Malt Beverage by a Minor; 18-21. (d)(1)(A-C)&(2) - Creating creating three circumstances which persons would be immune from prosecution under this ordinance relating to medical help.
- UPOC - Section 6.1 Theft. Previously misdemeanor theft was \$1000 and lower; that threshold was raised to \$1500 and lower.

ALTERNATIVES:

1. Approve the 2016 STO and UPOC and proposed changes.
2. Do not approve the 2016 STO and UPOC and proposed changes.

RECOMMENDATION:

Staff recommends alternative #1.

FISCAL NOTE:

Most of the changes have no fiscal impact. Some of the fines that have been adjusted up in relation to the jail sentences being adjusted down will have a fiscal impact. That impact will be tracked over the next year and provided to the Governing Body.

ATTACHMENTS:

Description	Upload Date	Type
STO 2016	8/10/2016	Backup Material
UPOC 2016	8/10/2016	Backup Material

ORDINANCE NO. 2731-2016

AN ORDINANCE REGULATING TRAFFIC WITHIN THE CORPORATE LIMITS OF THE CITY OF GARDEN CITY, KANSAS; INCORPORATING BY REFERENCE THE STANDARD TRAFFIC ORDINANCE FOR KANSAS CITIES, EDITION OF 2016, WITH CERTAIN OMISSIONS, ADDITIONS, OR CHANGES; PRESCRIBING ADDITIONAL REGULATIONS; PROVIDING CERTAIN PENALTIES; AMENDING CODE SECTION 86-2; REPEALING EXISTING CODE SECTION 86-2; ALL TO THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS.

BE IT ORDAINED by the Governing Body of the City of Garden City, Kansas:

SECTION 1. That Section 86-2 of the Code of Ordinances of the City of Garden City, Kansas, is hereby amended as follows:

Section 86-2. Standard Traffic Ordinance.

(a) Incorporating Standard Traffic Ordinance. There is hereby incorporated by reference for the purpose of regulating traffic within the corporate limits of the City of Garden City, Kansas, that certain standard traffic ordinance known as the "Standard Traffic Ordinance for Kansas Cities," Edition of 2016, prepared and published in book form by the League of Kansas Municipalities, Topeka, Kansas, hereinafter referred to as Standard Traffic Ordinance, save and except such articles, sections, parts, or portions as are hereafter omitted, deleted, modified, added, or amended. No fewer than three copies of said Standard Traffic Ordinance shall be marked or stamped "Official Copy as Adopted by Ordinance No. 2731-2016," with all sections or portions thereof intended to be omitted or changed clearly marked to show any such omission or change and to which shall be attached a copy of this ordinance, and filed with the City Clerk to be open to inspection and available to the public at all reasonable hours. The police department, municipal judge, city attorney, city prosecutor, and all administrative departments of the city charged with enforcement of the ordinance shall be supplied, at the cost of the city, such number of official copies of such Standard Traffic Ordinance similarly marked, as may be deemed expedient. All references to the Standard Traffic Ordinance as adopted and incorporated into this Code shall be in a form designating section 86-2 followed in parenthesis followed by the section number of the Standard Traffic Ordinance, as incorporated. (For example, section 33 of the Standard Traffic Ordinance as incorporated shall be referred to as section 86-2(33).)

(b) Amendment. The following section of the Standard Traffic Ordinance is hereby amended to read as follows:

Section 30. Driving Under the Influence of Intoxicating Liquor or Drugs; Penalties.

(a) Driving under the influence is operating or attempting to operate any vehicle within this city while:

- (1) The alcohol concentration in the person's blood or breath as shown by any competent evidence, including other competent evidence, is .08 or more;
- (2) The alcohol concentration in the person's blood or breath, as measured within three (3) hours of the time of operating or attempting to operate a vehicle, is .08 or more;
- (3) Under the influence of alcohol to a degree that renders the person incapable of safely driving a vehicle;
- (4) Under the influence of any drug or combination of drugs to a degree that renders the person incapable of safely driving a vehicle; or
- (5) Under the influence of a combination of alcohol and any drug or drugs to a degree that renders the person incapable of safely driving a vehicle.

- (b) No person shall operate or attempt to operate any vehicle within this city if the person is a habitual user of any narcotic, hypnotic, somnifacient, or stimulating drug.
- (c) If a person is charged with a violation of this section involving drugs, the fact that the person is or has been entitled to use the drug under the laws of this state shall not constitute a defense against the charge.
- (d) Upon a first conviction of a violation of this section, a person shall be sentenced to not less than forty-eight (48) consecutive hours nor more than six (6) months imprisonment, or in the court's discretion one hundred (100) hours of public service, and be fined \$1,000. The person convicted must serve at least forty-eight (48) consecutive hours imprisonment or one hundred (100) hours of public service either before or as a condition of any grant of probation or suspension, reduction of sentence or parole.
- (e) On a second conviction of a violation of this section, a person shall be sentenced to not less than ninety (90) days nor more than one (1) year imprisonment and be fined \$1,750. The person convicted must serve at least ten (10) consecutive days imprisonment before the person is granted probation, suspension, or reduction of sentence or parole or is otherwise released.
- (f) In addition, prior to sentencing for any conviction, the court shall order the person to participate in an alcohol and drug evaluation conducted by a provider in accordance with K.S.A. 8-1008, and amendments thereto. The person shall be required to follow any recommendation made by the provider after such evaluation, unless otherwise ordered by the court.
- (g) Any person convicted of violating this section who had one or more children under the age of fourteen (14) years in the vehicle at the time of the offense shall have such person's punishment enhanced by one (1) month of imprisonment. This imprisonment must be served consecutively to any other minimum mandatory penalty imposed for a violation of this section. Any enhanced penalty imposed shall not exceed the maximum sentence allowable by law.
- (h) If a person is charged with a violation of this section involving drugs, the fact that the person is or has been entitled to use the drug under the laws of this state shall not constitute a defense against the charge.
- (i) The court may establish the terms and time for payment of any fines, fees, assessments, and costs imposed pursuant to this section. Any assessment and costs shall be required to be paid not later than ninety (90) days after imposed, and any remainder of the fine shall be paid prior to the final release of the defendant by the court.
- (j) In lieu of payment of a fine imposed pursuant to this section, the court may order that the person perform community service specified by the court. The person shall receive a credit on the fine imposed in an amount equal to \$5 for each full hour spent by the person in the specified community service. The community service ordered by the court shall be required to be performed not later than one (1) year after the fine is imposed, or by an earlier date specified by the court. If by the required date the person performs an insufficient amount of community service to reduce to zero (0) the portion of the fine required to be paid by the person, the remaining balance of the fine shall become due on that date.
- (k) (1) Except as provided in paragraph (5), in addition to any other penalty which may be imposed upon a person convicted of a violation of this section, the court may order that the convicted person's motor vehicle or vehicles be impounded or immobilized for a period not to exceed one (1) year and that the convicted person pay all towing, impoundment, and storage fees or other immobilization costs.

- (2) The court shall not order the impoundment or immobilization of a motor vehicle driven by a person convicted of a violation of this section if the motor vehicle had been stolen or converted at the time it was driven in violation of this section.
- (3) Prior to ordering the impoundment or immobilization of a motor vehicle or vehicles owned by a person convicted of a violation of this section, the court shall consider, but not be limited to, the following:
 - (A) Whether the impoundment or immobilization of the motor vehicle would result in the loss of employment by the convicted person or a member of such person's family; and
 - (B) Whether the ability of the convicted person or a member of such person's family to attend school or obtain medical care would be impaired.
- (4) Any personal property in a vehicle impounded or immobilized pursuant to this subsection may be retrieved prior to or during the period of such impoundment or immobilization.
- (5) As used in this subsection, the convicted person's motor vehicle or vehicles shall include any vehicle leased by such person. If the lease on the convicted person's motor vehicle subject to impoundment or immobilization expires in less than one (1) year from the date of the impoundment or immobilization, the time of impoundment or immobilization of such vehicle shall be the amount of the time remaining on the lease.
- (l) The court shall electronically report every conviction of a violation of this section and every diversion agreement entered into in lieu of further criminal proceedings or a complaint alleging a violation of this section to the division. Prior to sentencing under the provisions of this section, the court shall request and shall receive from the division a record of all prior convictions obtained against such person for any violations of any motor vehicle laws of this state.
- (m) For the purposes of determining whether a conviction is a first or second conviction in sentencing under this section:
 - (1) Conviction includes being convicted of a violation of this section or entering into a diversion agreement in lieu of further criminal proceedings on a complaint alleging a violation of this section;
 - (2) conviction includes being convicted of a violation of a law of any state or an ordinance of any city, or resolution of any county, which prohibits the acts that this section prohibits or entering into a diversion agreement in lieu of further criminal proceedings in a case alleging a violation of such law, ordinance, or resolution;
 - (3) only convictions occurring on or after July 1, 2001, shall be taken into account when determining the sentence to be imposed for a first or second offender. Nothing in this provision shall be construed as preventing any court from considering any convictions or diversions occurring during the person's lifetime in determining the sentence to be imposed within the limits provided for a first or second offense;
 - (4) any convictions for a violation of the following sections occurring during a person's lifetime shall be taken into account:
 - (A) Driving a commercial motor vehicle under the influence, K.S.A. 8-2,144, and amendments thereto, or Section 30.1;

- (B) operating a vessel under the influence of alcohol or drugs, K.S.A. 32-1131, and amendments thereto;
 - (C) involuntary manslaughter while driving under the influence of alcohol or drugs, K.S.A. 21-3442, prior to its repeal, or subsection (a)(3) of K.S.A. Supp. 21-5405, and amendments thereto;
 - (D) aggravated battery, as described in subsection (b)(3) of K.S.A. Supp. 21-5413, and amendments thereto; and
 - (E) aggravated vehicular homicide, K.S.A. 21-3405a, prior to its repeal, or vehicular battery, K.S.A. 21-3405b, prior to its repeal, if the crime was committed while committing a violation of K.S.A. 8-1567, and amendments thereto;
- (5) receiving punishment under the uniform code of military justice or Kansas code of military justice for an act which was committed on a military reservation and which would constitute a crime described in subsection m(2) or m(4) if committed off a military reservation in this state;
 - (6) multiple convictions of any crime described in subsection m(2) or m(4) arising from the same arrest shall only be counted as one conviction;
 - (7) it is irrelevant whether an offense occurred before or after conviction for a previous offense; and
 - (8) a person may enter into a diversion agreement in lieu of further criminal proceedings for a violation of this section, and amendments thereto, only once during the person's lifetime.
- (n) Upon conviction of a person of a violation of this section, the division, upon receiving a report of conviction, shall suspend, restrict or suspend and restrict the person's driving privileges as provided by K.S.A. 8-1014, and amendments thereto.
 - (o) Upon conviction of a person of a violation of this section, the court may order the convicted person to pay restitution to any victim who suffered loss due to the violation for which the person was convicted.
 - (p) No plea bargaining agreement shall be entered into nor shall any judge approve a plea bargaining agreement entered into for the purpose of permitting a person charged with a violation of this section to avoid the mandatory penalties established by this section. For the purpose of this subsection, entering into a diversion agreement pursuant to K.S.A. 12-4413 et seq., and amendments thereto, shall not constitute plea bargaining.
 - (q) The alternatives set out in subsections (a)(1), (a)(2), and (a)(3) of this section may be pleaded in the alternative, and the city may, but shall not be required to, elect one or two of the three prior to submission of the case to the fact finder.
 - (r) For the purpose of this section:
 - (1) Alcohol Concentration means the number of grams of alcohol per 100 milliliters of blood or per 210 liters of breath.
 - (2) Drug includes toxic vapors as such term is defined in K.S.A. Supp. 21-5712, and amendments thereto.

(3) Imprisonment shall include any restrained environment in which the court and law enforcement agency intend to retain custody and control of a defendant and such environment has been approved by the governing body of the city.

(s) Upon the filing of a complaint, citation, or notice to appear alleging a person has violated the acts prohibited by this section, and prior to conviction thereof, a city attorney shall request and shall receive from the:

(1) Division a record of all prior of all prior convictions obtained against such person for any violations of any of the motor vehicle laws of this state; and

(2) Kansas Bureau of Investigation central repository all criminal history record information concerning such person.

(t) As used in this section:

(1) **Imprisonment** shall include any restrained environment in which the court and law enforcement agency intend to retain custody and control of a defendant and such environment has been approved by the board of county commissioners or the governing body of a city.

(2) **Drug** includes toxic vapors as such term is defined in K.S.A. Supp. 21-5712, and amendments thereto. (K.S.A. Supp. 8-1567)

(c) Amendment. The following section of the Standard Traffic Ordinance is hereby amended to read as follows:

Section 30.1. Driving Commercial Motor Vehicle Under the Influence of Intoxicating Liquor or Drugs; Penalties.

(a) Driving a commercial motor vehicle under the influence is operating or attempting to operate any commercial motor vehicle within this city while:

(1) The alcohol concentration in the person's blood or breath as shown by any competent evidence, including other competent evidence is .04 or more;

(2) The alcohol concentration in the person's blood or breath, as measured within three (3) hours of the time of operating or attempting to operate a vehicle, is .04 or more;

(3) Under the influence of alcohol to a degree that renders the person incapable of safely driving a vehicle;

(4) Under the influence of any drug or combination of drugs to a degree that renders the person incapable of safely driving a vehicle;

(5) Under the influence of a combination of alcohol and any drug or drugs to a degree that renders the person incapable of safely driving a vehicle; or

(6) Committing a violation of subsection (a) of Section 30 of this ordinance.

(b) No person shall operate or attempt to operate any vehicle within this city if the person is a habitual user of any narcotic, hypnotic, somnifacient, or stimulating drug.

- (c) If a person is charged with a violation of this section involving drugs, the fact that the person is or has been entitled to use the drug under the laws of this state shall not constitute a defense against the charge.
- (d) Upon a first conviction of a violation of this section, a person shall be sentenced to not less than forty-eight (48) consecutive hours nor more than six (6) months imprisonment, or in the court's discretion one hundred (100) hours of public service, and fined not less than \$750 nor more than \$1,000. The person convicted must serve at least forty-eight (48) consecutive hours imprisonment or one hundred (100) hours of public service either before or as a condition of any grant of probation or suspension, reduction of sentence or parole.
- (e) On a second conviction of a violation of this section, a person shall be sentenced to not less than ninety (90) days nor more than one (1) year imprisonment and fined not less than \$1,250 or more than \$1,750. The person convicted must serve at least fourteen (14) consecutive days imprisonment before the person is granted probation, suspension, or reduction of sentence or parole or is otherwise released.
- (f) In addition, prior to sentencing for any conviction, the court shall order the person to participate in an alcohol and drug evaluation conducted by a provider in accordance with K.S.A. 8-1008, and amendments thereto. The person shall be required to follow any recommendation made by the provider after such evaluation, unless otherwise ordered by the court.
- (g) Any person convicted of violating this section who had one or more children under the age of fourteen (14) years in the vehicle at the time of the offense shall have such person's punishment enhanced by one (1) month of imprisonment. This imprisonment must be served consecutively to any other minimum mandatory penalty imposed for a violation of this section. Any enhanced penalty imposed shall not exceed the maximum sentence allowable by law.
- (h) If a person is charged with a violation of this section involving drugs, the fact that the person is or has been entitled to use the drug under the laws of this state shall not constitute a defense against the charge.
- (i) The court may establish the terms and time for payment of any fines, fees, assessments, and costs imposed pursuant to this section. Any assessment and costs shall be required to be paid not later than ninety (90) days after imposed, and any remainder of the fine shall be paid prior to the final release of the defendant by the court.
- (j) In lieu of payment of a fine imposed pursuant to this section, the court may order that the person perform community service specified by the court. The person shall receive a credit on the fine imposed in an amount equal to \$5 for each full hour spent by the person in the specified community service. The community service ordered by the court shall be required to be performed not later than one (1) year after the fine is imposed, or by an earlier date specified by the court. If by the required date the person performs an insufficient amount of community service to reduce to zero (0) the portion of the fine required to be paid by the person, the remaining balance of the fine shall become due on that date.
- (k) The court shall electronically report every conviction of a violation of this section and every diversion agreement entered into in lieu of further criminal proceedings or a complaint alleging a violation of this section to the division. Prior to sentencing under the provisions of this section, the court shall request and shall receive from the:
 - (1) Division a record of all prior convictions obtained against such person for any violations of any motor vehicle laws of this state; and

- (2) Kansas Bureau of Investigation central repository all criminal history record information concerning such person.
- (l) For the purposes of determining whether a conviction is a first or second conviction in sentencing under this section:
 - (1) Conviction includes being convicted of a violation of a law of any state or an ordinance of any city, or resolution of any county, which prohibits the acts that this section prohibits, or entering into a diversion agreement in lieu of further criminal proceedings on a complaint alleging any such violations;
 - (2) only convictions or diversions on or after July 1, 2001, shall be taken into account when determining the sentence to be imposed for a first or second offender;
 - (3) any convictions for a violation of the following sections occurring during a person's lifetime shall be taken into account:
 - (A) This section or K.S.A. 8-2,144, and amendments thereto;
 - (B) operating a vessel under the influence of alcohol or drugs, K.S.A. 32-1131, and amendments thereto;
 - (D) involuntary manslaughter while driving under the influence of alcohol or drugs, K.S.A. 21-3442, prior to its repeal, or subsection (a)(3) of K.S.A. Supp. 21-5405, and amendments thereto;
 - (E) aggravated battery, as described in subsection (b)(3) of K.S.A. Supp. 21-5413, and amendments thereto; and
 - (F) aggravated vehicular homicide, K.S.A. 21-3405a, prior to its repeal, or vehicular battery, K.S.A. 21-3405b, prior to its repeal, if the crime was committed while committing a violation of K.S.A. 8-1567, and amendments thereto;
 - (4) receiving punishment under the uniform code of military justice or Kansas code of military justice for an act which was committed on a military reservation and which would constitute a crime described in subsection l(1) or l(3) if committed off a military reservation in this state;
 - (5) it is irrelevant whether an offense occurred before or after conviction for a previous offense; and
 - (6) multiple convictions of any crime described in subsection l(1) or l(3) arising from the same arrest shall only be counted as one conviction.
 - (m) Upon conviction of a person of a violation of this section, the division, upon receiving a report of conviction, shall suspend, restrict or suspend and restrict the person's driving privileges as provided by K.S.A. 8-1014, and amendments thereto.
 - (n) Upon conviction of a person of a violation of this section, the court may order the convicted person to pay restitution to any victim who suffered loss due to the violation for which the person was convicted.
 - (o) No plea bargaining agreement shall be entered into nor shall any judge approve a plea bargaining agreement entered into for the purpose of permitting a person charged with a violation of this section

to avoid the mandatory penalties established by this section. For the purpose of this subsection, entering into a diversion agreement pursuant to K.S.A. 12-4413 et seq., and amendments thereto, shall not constitute plea bargaining.

(p) The alternatives set out in subsections (a)(1), (a)(2), and (a)(3) of this section may be pleaded in the alternative, and the city may, but shall not be required to, elect one or two of the three prior to submission of the case to the fact finder.

(q) For the purpose of this section:

(1) Alcohol Concentration means the number of grams of alcohol per 100 milliliters of blood or per 210 liters of breath.

(2) Drug includes toxic vapors as such term is defined in K.S.A. Supp. 21-5712, and amendments thereto.

(3) Imprisonment shall include any restrained environment in which the court and law enforcement agency intend to retain custody and control of a defendant and such environment has been approved by the governing body of the city.

(r) Upon the filing of a complaint, citation, or notice to appear alleging a person has violated the acts prohibited by this section, and prior to conviction thereof, a city attorney shall request and shall receive from the:

(1) Division a record of all prior of all prior convictions obtained against such person for any violations of any of the motor vehicle laws of this state; and

(2) Kansas Bureau of Investigation central repository all criminal history record information concerning such person.

(s) For the purpose of this section:

(1) **Imprisonment** shall include any restrained environment in which the court and law enforcement agency intend to retain custody and control of a defendant and such environment has been approved by the board of county commissioners or the governing body of a city.

(2) **Drug** includes toxic vapors as such term is defined in K.S.A. Supp. 21-5712, and amendments thereto.

(d) Amendment. The following section of the Standard Traffic Ordinance is hereby amended to read as follows:

Section 30.3. Ignition Interlock Devices; Tampering.

(a) No person shall:

(1) Tamper with an ignition interlock device for the purpose of circumventing it or rendering it inaccurate or inoperative;

(2) Request or solicit another to blow into an ignition interlock device, or start a motor vehicle equipped with such device, for the purpose of providing an operable motor vehicle to a person whose driving privileges have been restricted to driving a motor vehicle equipped with such device;

- (3) Blow into or start a motor vehicle equipped with an ignition interlock device for the purpose of providing an operable motor vehicle to a person whose driving privileges have been restricted to driving a motor vehicle equipped with such device; or
- (4) Operate a vehicle not equipped with an ignition interlock device while such person's driving privileges have been restricted to driving a motor vehicle equipped with such device.
- (b) Violation of this section shall be punished by a fine of not more than \$2,500 or by imprisonment for not more than one (1) year or by both such fine and imprisonment.
- (c) A person convicted of a violation of this section shall serve at least thirty (30) consecutive days' imprisonment before the person is granted probation, suspension, or reduction of sentence or parole or is otherwise released, and be fined at least \$500.
- (d) In addition to any other penalties provided by law:
 - (1) (A) On a first conviction of a violation of subsection (a)(1) or (a)(2), the division shall extend the ignition interlock restriction period on the person's driving privileges for an additional 90 days; and
 - (B) On a second or subsequent conviction of a violation of subsection (a)(1) or (a)(2), the division shall restart the original ignition interlock restriction period on the person's driving privileges; and
 - (2) on a conviction of a violation of subsection (a)(4), the division shall restart the original ignition interlock restriction period on the person's driving privileges.
- (e) Amendment. The following section of the Standard Traffic Ordinance is hereby amended to read as follows:

Section 33. Maximum Speed Limits.

- (a) Except when a special hazard exists that requires lower speed for compliance with Section 32, the limits specified in this section or established as hereinafter authorized shall be maximum lawful speeds, and no person shall drive a vehicle at speed in excess of such maximum limits:
 - (1) In any central business district or school zone unless otherwise posted, 20 mph.
 - (2) In any residence or urban district unless otherwise posted, 30 mph.
 - (3) In any park, 20 mph.

The maximum speed limit established by or pursuant to this section shall be of force and effect regardless of whether signs are posted giving notice thereof and notwithstanding any signs giving notice of maximum speed limit in excess thereof; and any sign giving notice of a maximum speed limit in excess of the limits established by or pursuant to this section shall not be of any force or effect.

- (b) Whenever any appropriate sign shall be placed by lawful authority along any street or parking or marked on any curb, or otherwise giving notice of any prohibited or special use of the street or highway adjacent thereto or limiting the speed of vehicles in such zones or controlling the use thereof, it shall be unlawful for any person to refuse or fail to comply with such signs or directions.
- (c) The maximum speed limits in this section or as may otherwise be established may be altered as authorized by K.S.A. 8-1560, and amendments thereto.

(f) Amendment. The following section of the Standard Traffic Ordinance is hereby amended to read as follows:

Section 85. Stopping, Standing or Parking Prohibited in Specified Places.

Except when necessary to avoid conflict with other traffic, or in compliance with law or the directions of a police officer or official traffic-control device, no person shall:

- (a) Stop, stand or park a vehicle:
 - (1) On the roadway side of any vehicle stopped or parked at the edge or curb of a street;
 - (2) On a sidewalk;
 - (3) Within an intersection;
 - (4) On a crosswalk;
 - (5) Between a safety zone and the adjacent curb or within 30 feet of points on the curb immediately opposite the ends of a safety zone, unless a different length is indicated by signs or markings;
 - (6) Alongside or opposite any street excavation or obstruction when stopping, standing or parking would obstruct traffic;
 - (7) Upon any bridge or other elevated structure upon a highway or within a highway tunnel;
 - (8) On any railroad tracks;
 - (9) On any controlled-access highway;
 - (10) In the area between roadways of a divided highway, including crossovers;
 - (11) At any place where official signs prohibit stopping; or
 - (12) Within any no parking area designated by a curb marked yellow.
- (b) Stand or park a vehicle, whether occupied or not except momentarily to pick up or discharge a passenger or passengers:
 - (1) In front of a public or private driveway;
 - (2) Within 15 feet of a fire hydrant;
 - (3) Within 20 feet of a crosswalk at an intersection;
 - (4) Within 30 feet upon the approach to any flashing signal, stop sign or traffic-control signal located at the side of a roadway;
 - (5) Within 20 feet of the driveway entrance to any fire station and on the side of a street opposite the entrance to any fire station within 75 feet of said entrance, when properly sign-posted; or
 - (6) At any place when official signs prohibit standing.

- (c) Park a vehicle, whether occupied or not, except temporarily for the purpose of, and while actually engaged in, loading or unloading property or passengers:
 - (1) Within 50 feet of the nearest rail of a railroad crossing; and
 - (2) At any place where official signs prohibit parking.
- (d) Move a vehicle not lawfully under his control into any such prohibited area or away from a curb such a distance as is unlawful.
- (e) Stand or park a vehicle in areas designated as fire lanes upon public or private property. (K.S.A. 8-1571)
- (g) Amendment. The following section of the Standard Traffic Ordinance is hereby amended to read as follows:

Section 106. Transportation of Alcoholic Beverage.

- (a) No person shall transport in any vehicle upon a highway or street any alcoholic beverage unless such beverage is:
 - (1) In the original unopened package or container, the seal of which has not been broken and from which the original cap, cork or other means of closure has not been removed;
 - (2) (A) In the locked rear trunk or rear compartment, or any locked outside compartment which is not accessible to any person in the vehicle while it is in motion; or
 - (B) if a motor vehicle is not equipped with a trunk, behind the last upright seat or in an area not normally occupied by the driver or a passenger; or
 - (3) In the exclusive possession of a passenger in a vehicle which is a recreational vehicle or a bus, who is not in the driving compartment of such vehicle or who is in a portion of such vehicle from which the driver is not directly accessible.
- (b) A first conviction of a violation of this section is punishable by a fine of not more than \$200 or by imprisonment for not more than six (6) months, or both.
- (c) Upon a second conviction of a violation of this section, a person shall be fined not less than \$400. A person may also be sentenced to a term of imprisonment of not more than six (6) months.
- (d) Upon a third or subsequent conviction of a violation of this section, a person shall be fined not less than \$600. A person may also be sentenced to a term of imprisonment of not more than six (6) months.
- (e) Except as provided in subsection (g) upon conviction or adjudication of a second or subsequent violation of this section, the judge, in addition to any other penalty or disposition ordered pursuant to law, shall suspend the person's driver's license or privilege to operate a motor vehicle on the streets and highways of this state for one year.
- (f) Upon suspense of a license pursuant to this section, the court shall require the person to surrender the license to the court, which shall transmit the license to the division of motor vehicles of the department of revenue, to be retained until the period of suspension expires. At that time, the licensee may apply to the division for return of the license. If the license has expired, the person may apply

for a new license, which shall be issued promptly upon payment of the proper fee and satisfaction of other conditions established by law for obtaining a license unless another suspension or revocation of the person's privilege to operate a motor vehicle is in effect.

- (g) In lieu of suspending the driver's license or privilege to operate a motor vehicle on the highways of this state of any person convicted of violating this section, as provided in subsection (e), the judge of the court in which such person was convicted may enter an order which places conditions on such person's privilege of operating a motor vehicle on the highways of this state, a certified copy of which such person shall be required to carry any time such person is operating a motor vehicle on the highways of this state. Any such order shall prescribe the duration of the conditions imposed, which in no event shall be for a period of more than one year for a second violation.

Upon entering an order restricting a person's license hereunder, the judge shall require such person to surrender such person's driver's license to the judge who shall cause it to be transmitted to the division of vehicles, together with a copy of the order. Upon receipt thereof, the division of vehicles shall issue without charge a driver's license which shall indicate on its face that conditions have been imposed on such person's privilege of operating a motor vehicle and that a certified copy of the order imposing such conditions is required to be carried by the person for whom the license was issued any time such person is operating a motor vehicle on the highways of this state. If the person convicted is a nonresident, the judge shall cause a copy of the order to be transmitted to the division and the division shall forward a copy of it to the motor vehicle administrator, of such person's state of residence. Such judge shall furnish to a person whose driver's license has had conditions imposed on it under this section a copy of the order, which shall be recognized as a valid Kansas driver's license until such time as the division shall issue the restricted license provided for in this section.

Upon expiration of the period of time for which conditions are imposed pursuant to this subsection, the licensee may apply to the division for the return of the license previously surrendered by such licensee. In the event such license has expired, such person may apply to the division for a new license, which shall be issued immediately by the division upon payment of the proper fee and satisfaction of the other conditions established by law, unless such person's privilege to operate a motor vehicle on the highways of this state has been suspended or revoked prior thereto. If any person shall violate any of the conditions imposed under this subsection, such person's driver's license or privilege to operate a motor vehicle on the highways of this state shall be revoked for a period of not less than 60 days nor more than one year by the judge of the court in which such person is convicted of violating such conditions.

- (h) It shall be an affirmative defense to any prosecution under this section that an occupant of the vehicle other than the defendant was in exclusive possession of the alcoholic beverage.
- (i) The court shall report to the division every conviction of a violation of this section. Prior to sentencing under the provisions of this section, the court shall request and shall receive from the division a record of all prior convictions obtained against such person for any violations of any of the motor vehicle laws of this state.
- (j) For the purpose of determining whether a conviction is a first, second or subsequent conviction in sentencing under this section:
- (1) **Conviction** includes being convicted of a violation of an ordinance of any city, or resolution of any county, which prohibits the acts that K.S.A. 8-1599, as amended, prohibits;
 - (2) Only convictions occurring in the immediately preceding five years shall be taken into account, but the court may consider other prior convictions in determining the sentence to be imposed within the limits provided for a first, second or subsequent offender, whichever is applicable; and

(3) It is irrelevant whether an offense occurred before or after conviction for a previous offense.
(K.S.A. 8-1599)

(h) Amendment. The following section of the Standard Traffic Ordinance is hereby amended to read as follows:

Section 107. Unattended Motor Vehicle; Ignition; Key and Brakes.

(a) No person driving or in charge of a motor vehicle shall permit it to stand unattended on any street or highway, or upon the premises of any childcare facility, as defined by K.S.A. 65-503, or any family day care home, as defined by K.S.A. 65-517, without first stopping the engine, locking the ignition, removing the key from the ignition and effectively setting the brake thereon and, when standing upon any grade, turning the front wheels to the curb or side of the highway.

(b) For the purpose of this section, unattended shall not be construed to mean a motor vehicle with an engine that has been activated by a remote starter system, when the motor vehicle is locked and when the ignition keys are not in the motor vehicle.

(i) Amendment. The following section of the Standard Traffic Ordinance is hereby amended to read as follows:

Section 118. Driving Through or On Private or Public Property to Avoid Traffic Control Devices.

No person shall drive through any public or private property adjacent to any street intersection to avoid any official traffic control device or short cut from one street to another.

(j) Amendment. The following section of the Standard Traffic Ordinance is hereby amended to read as follows:

Section 147. Tail Lamps.

(a) Every motor vehicle, trailer, semi-trailer and pole trailer, and any other vehicle which is being drawn at the end of a combination of vehicles, shall be equipped with at least two (2) tail lamps mounted on the rear, which, when lighted as required in Section 144, shall emit a red light plainly visible from a distance of 1,000 feet to the rear, except that passenger cars manufactured or assembled prior to July 1, 1959, shall have at least one (1) tail lamp. On a combination of vehicles, only the tail lamps on the rearmost vehicle need actually be seen from the distance specified. On vehicles equipped with more than one (1) tail lamp, the lamps shall be mounted on the same level and as widely spaced laterally as practicable.

(b) Every tail lamp upon every vehicle shall be located at a height of not more than 72 inches or less than 15 inches.

(c) Either a tail lamp or a separate lamp shall be so constructed and placed as to illuminate with a white light the rear registration plate and render it clearly legible from a distance of fifty (50) feet to the rear. Any tail lamp or tail lamps, together with any separate lamp for illuminating the rear registration plate, shall be so wired as to be lighted whenever head lamps or auxiliary driving lamps are lighted.

(k) Amendment. The following section of the Standard Traffic Ordinance is hereby amended to read as follows:

Section 182. Child Passenger Safety Restraining System.

(a) Every driver who transports a child under the age of fourteen (14) years in a passenger car or an autocycle on a highway shall provide for the protection of such child by properly using:

- (1) For a child under the age of four (4) years a child passenger safety restraining system that meets or exceeds the standards and specifications contained in federal motor vehicle safety standard no. 213;
 - (2) For a child four (4) years of age, but under the age of eight (8) years and who weighs less than 80 pounds or is less than 4 feet 9 inches in height, an appropriate child passenger safety restraining system that meets or exceeds the standards and specifications contained in federal motor vehicle safety standard no. 213; or
 - (3) For a child eight (8) years of age but under the age of fourteen (14) years or who weighs more than 80 pounds or is more than 4 feet 9 inches in height, a safety belt manufactured in compliance with federal motor vehicle safety standard no. 208.
- (b) If the number of children subject to the requirements of subsection (a) exceeds the number of passenger security locations available for use by children affected by such requirements, and all of these security locations are in use by children, then there is not a violation of this section.
 - (c) If a security location only has a lap safety belt available, the provisions of subsection (a)(2) shall not apply and the child shall be secured in accordance with the provisions of subsection (a)(3).
 - (d) It shall be unlawful for any driver to violate the provisions of subsection (a) and upon conviction such driver shall be punished by a fine of \$60. The failure to provide a child safety restraining system or safety belt for more than one (1) child in the same passenger car at the same time shall be treated as a single violation. Any conviction under the provisions of this subsection shall not be construed as a moving traffic violation for the purposes of K.S.A. 8-255, and amendments thereto.
 - (e) The \$60 fine provided for in subsection (d), and court costs, shall be waived if the driver convicted of violating subsection (a)(1) or (a)(2) provides proof to the court that such driver has purchased or acquired the appropriate and approved child passenger safety restraining system. At the time of issuing the citation for a violation of subsection (a)(1) or (a)(2), the law enforcement officer shall notify the driver of the waiver provisions of this subsection.
 - (f) No driver charged with violating the provisions of this section shall be convicted if such driver produces in the office of the arresting officer or in court proof that the child was fourteen (14) years of age or older at the time the violation was alleged to have occurred.
 - (g) Evidence of failure to secure a child in a child passenger safety restraining system or a safety belt under the provisions of this section shall not be admissible in any action for the purpose of determining any aspect of comparative negligence or mitigation of damages.
 - (h) As used in this section passenger car means a motor vehicle, manufactured or assembled after January 1, 1968, or a motor vehicle manufactured or assembled prior to 1968 which was manufactured or assembled with safety belts, with motive power designed for carrying ten (10) passengers or fewer, including vans, but does not include a motorcycle or a motor-driven cycle, a trailer or a vehicle constructed either on a truck chassis registered for a gross weight of more than 12,000 pounds or a farm truck registered for a gross weight of more than 16,000 pounds.
- (l) Amendment. The following section of the Standard Traffic Ordinance is hereby amended to read as follows:
- Section 192. Driver's License.
- (a) No person, except those expressly exempted, shall drive or operate any motor vehicle or motorized bicycle upon any highway in this city unless such person has a valid driver's license. Violation of this

section is punishable by a fine of \$300 or by imprisonment for not more than six (6) months or by both such fine and imprisonment.

- (b) On a second conviction of a violation of this section, a person must serve at least two (2) consecutive days' imprisonment before the person is granted probation, suspension, or reduction of sentence or parole or is otherwise released, and be fined \$600.
 - (c) On a third conviction of a violation of this section, a person must serve at least five (5) consecutive days' imprisonment before the person is granted probation, suspension, or reduction of sentence or parole or is otherwise released, and be fined at least \$1,000.
 - (d) On a fourth conviction of a violation of this section, a person must serve at least ten (10) consecutive days' imprisonment before the person is granted probation, suspension, or reduction of sentence or parole or is otherwise released, and be fined at least \$1,000.
 - (e) On a fifth conviction of a violation of this section, a person must serve at least fifteen (15) consecutive days' imprisonment before the person is granted probation, suspension, or reduction of sentence or parole or is otherwise released, and be fined \$1000.
 - (f) On a sixth or subsequent conviction of a violation of this section, a person must serve at least twenty-five (25) consecutive days' imprisonment before the person is granted probation, suspension, or reduction of sentence or parole or is otherwise released, and be fined \$1,000.
 - (g) For the purposes of determining whether a conviction is a first, second, third, fourth, fifth, sixth or subsequent conviction in sentencing under this section, "conviction" includes a conviction of a violation of any ordinance of any city, or resolution of any county, or a law of any state which is in substantial conformity with this section. It is irrelevant whether an offense occurred before or after conviction for a previous offense.
- (m) Amendment. The following section of the Standard Traffic Ordinance is hereby amended to read as follows:

Section 194. Driving While License Canceled Suspended, or Revoked; Penalty.

- (a) (1) Any person who drives a motor vehicle on any street or highway at a time when such person's privilege so to do is canceled, suspended, or revoked, or while such person's privilege to obtain a driver's license is suspended or revoked, shall upon a first conviction be punished by imprisonment for not more than six (6) months or fined not to exceed \$1,000, or both such fine and imprisonment. On a second or subsequent conviction of a violation of this section, such person shall be punished by imprisonment for not more than one (1) year or fined not to exceed \$2,500, or both such fine and imprisonment.
- (2) No person shall be convicted under this section if such person was entitled at the time of arrest under K.S.A. 8-257 and amendments thereto, to the return of such person's driver's license.
- (3) Except as otherwise provided in this section, every person convicted under this section shall be sentenced to at least five (5) days' imprisonment and fined at least \$200.
- (4) Except as otherwise provided by subsection (g), if a person (A) is convicted of a violation of this section, committed while the person's privilege to drive was suspended or revoked for a violation of Section 30, K.S.A. 8-2,144, K.S.A. 8-1567 or K.S.A. 8-1025, and amendments thereto, or any ordinance of any city, or resolution of any county, or a law of another state, which ordinance or law prohibits the acts prohibited by Section 30, K.S.A. 8-2,144 , K.S.A. 8-1567 or K.S.A. 8-1025, and amendments thereto; and (B) is or has been also convicted of

a violation of Section 30, K.S.A. 8-2,144, K.S.A. 8-1567 or K.S.A. 8-1025, and amendments thereto, or any ordinance of any city, or resolution of any county, or a law of another state, which ordinance or law prohibits the acts prohibited by Section 30, K.S.A. 8-2,144, K.S.A. 8-1567 or K.S.A. 8-1025, and amendments thereto, committed while the person's privilege to drive was so suspended or revoked, the person shall not be eligible for suspension of sentence, probation or parole until the person has served at least ninety (90) days' imprisonment, and any fine imposed on such person shall be in addition to such a term of imprisonment.

- (b) Upon a second conviction of a violation of this section, a person must serve at least five (5) consecutive days' imprisonment before the person is granted probation, suspension, or reduction of sentence or parole or is otherwise released, and be fined at least \$300.
- (c) On the third conviction of a violation of this section, a person must serve at least thirty (30) consecutive days' imprisonment before the person is granted probation, suspension, or reduction of sentence or parole or is otherwise released, and be fined at least \$500.
- (d) On the fourth conviction of a violation of this section, a person must serve at least sixty (60) consecutive days' imprisonment before the person is granted probation, suspension, or reduction of sentence or parole or is otherwise released, and be fined at least \$700.
- (e) On the fifth conviction of a violation of this section, a person must serve at least ninety (90) consecutive days' imprisonment before the person is granted probation, suspension, or reduction of sentence or parole or is otherwise released, and be fined at least \$1,000.
- (f) On the sixth or subsequent conviction of a violation of this section, a person must serve at least one hundred twenty (120) consecutive days' imprisonment before the person is granted probation, suspension, or reduction of sentence or parole or is otherwise released, and be fined at least \$1,500.
- (g) On a third or subsequent conviction of a violation of this section, a person shall be sentenced to not less than ninety (90) days imprisonment and fined not less than \$1,500 if such person's privilege to drive a motor vehicle is canceled, suspended, or revoked because such person:
 - (1) Refused to submit and complete any test of blood, breath, or urine requested by law enforcement excluding the preliminary screening test as set forth in K.S.A. 8-1012, and amendments thereto;
 - (2) Was convicted of violating the provisions of K.S.A. 40-3104, and amendments thereto, relating to motor vehicle liability insurance coverage;
 - (3) Was convicted of vehicular homicide, K.S.A. 21-3405 or K.S.A. 21-5406, and amendments thereto, involuntary manslaughter while driving under the influence of alcohol or drugs, K.S.A. 2006 Supp. 21-3442 or K.S.A. 21-5405(a)(3), and amendments thereto, or any other murder or manslaughter crime resulting from the operation of a motor vehicle; or
 - (4) Was convicted of being a habitual violator, K.S.A. 8-287, and amendments thereto.
- (h) Any person convicted of a violation of this section when such person's privilege to drive a motor vehicle is canceled, suspended, or revoked because such person, (a) refused to submit and complete any test of blood, breath, or urine requested by law enforcement, excluding, the preliminary screening test as set forth in K.S.A. 8-1012; (b) failed a test of blood, breath, or urine; or (c) as a result of an alcohol or drug related conviction as defined by K.S.A. 8-1013(b), must serve at least thirty (30) consecutive days' imprisonment before the person is granted probation, suspension, or reduction of sentence or parole or is otherwise released, and be fined at least \$500.

- (i) For the purposes of determining whether a conviction is a first, second, third, fourth, fifth, sixth or subsequent conviction in sentencing under this section, "conviction" includes a conviction of a violation of any ordinance of any city, or resolution of any county, or a law of any state which is in substantial conformity with this section. It is irrelevant whether an offense occurred before or after conviction for a previous offense.

(n) Amendment. The following section of the Standard Traffic Ordinance is hereby amended to read as follows:

Section 200. Motor Vehicle Liability Insurance.

- (a) Every owner of a motor vehicle shall provide motor vehicle liability insurance coverage in accordance with the Kansas Automobile Injury Reparations Act, K.S.A. 40-3101 *et seq.*, for every motor vehicle owned by such person, unless such motor vehicle:
 - (1) Is included under an approved self-insurance plan as provided in K.S.A. 40-3104(f);
 - (2) is used as a driver training motor vehicle, as defined in K.S.A. 72-5015, and amendments thereto, in an approved driver training course by a school district or an accredited nonpublic school under an agreement with a motor vehicle dealer, and such motor vehicle liability insurance coverage is provided by the school district or accredited nonpublic school;
 - (3) is included under a qualified plan of self-insurance approved by an agency of the state in which such motor vehicle is registered and the form prescribed in subsection (b) of K.S.A. 40-3106, and amendments thereto, has been filed; or
 - (4) is expressly exempted from the provisions of the Kansas Automobile Injury Reparations Act, K.S.A. 40-3104, *et seq.*
- (b) An owner of an uninsured motor vehicle shall not permit the operation thereof upon a highway or upon property open to use by the public, unless such motor vehicle is expressly exempted from the provisions of the Kansas Automobile Injury Reparations Act.
- (c) No person shall knowingly drive an uninsured motor vehicle upon a highway or upon property open to use by the public, unless such motor vehicle is expressly exempted from the provisions of the Kansas Automobile Injury Reparations Act.
- (d) Any person operating a motor vehicle upon a highway or upon property open to use by the public shall display, upon demand, evidence of financial security to a law enforcement officer. Such evidence of financial security which meets the requirements of subsection (e) may be displayed on a cellular phone or any other type of portable electronic device. The law enforcement officer to whom such evidence of financial security is displayed shall view only such evidence of financial responsibility. Such law enforcement officer shall be prohibited from viewing any other content or information stored on such cellular phone or other type of portable electronic device. The law enforcement officer shall issue a citation to any person who fails to display evidence of financial security upon such demand. The law enforcement officer shall attach a copy of the insurance verification form prescribed by the secretary of revenue to the copy of the citation forwarded to the court.

No citation shall be issued to any person for failure to provide proof of financial security when evidence of financial security meeting the standards of subsection (e) is displayed upon demand of a law enforcement officer. Whenever the authenticity of such evidence is questionable, the law enforcement officer may initiate the preparation of the insurance verification form prescribed by the secretary of revenue by recording information from the evidence of financial security displayed. The

officer shall immediately forward the form to the department of revenue, and the department shall proceed with verification in the manner prescribed in the following paragraph. Upon return of a form indicating that insurance was not in force on the date indicated on the form, the department shall immediately forward a copy of the form to the law enforcement officer initiating preparation of the form.

- (e) Unless the insurance company subsequently submits an insurance verification form indicating that insurance was not in force, no person charged with violating subsections (b), (c), or (d) shall be convicted if such person produces in court, within ten (10) days of the date of arrest or of issuance of the citation, evidence of financial security for the motor vehicle operated, which was valid at the time of arrest or of issuance of the citation. Such evidence of financial security may be produced by displaying such information on a cellular phone or any other type of portable electronic device. Any person to whom such evidence of financial security is displayed on a cellular phone or any other type of portable electronic device shall be prohibited from viewing any other content or information stored on such cellular phone or other type of portable electronic device. For the purpose of this subsection, evidence of financial security shall be provided by a policy of motor vehicle liability insurance, an identification card or certificate of insurance issued to the policyholder by the insurer which provides the name of the insurer, the policy number and the effective and expiration dates of the policy, or a certificate of self-insurance signed by the commissioner of insurance.
- (f) Any person violating any provision of this section shall be guilty of a violation of this ordinance and subject to a fine of not less than \$300 or more than \$1,000 or by imprisonment for a term of not more than six (6) months, or both such fine and imprisonment, except that any person convicted of violating any provision of this section within three (3) years of any such prior conviction shall be guilty of a violation of this ordinance and subject to a fine of not less than \$800 nor more than \$2,500 or by imprisonment for a term not to exceed one (1) year, or both such fine and imprisonment.
- (g) Upon a second conviction of a violation of this section, a person must serve at least five (5) consecutive days' imprisonment before the person is granted probation, suspension, or reduction of sentence or parole or is otherwise released.
- (h) Upon a third conviction of a violation of this section, a person must serve at least twenty (20) consecutive days' imprisonment before the person is granted probation, suspension, or reduction of sentence or parole or is otherwise released.
- (i) Upon a fourth or subsequent conviction of a violation of this section, a person must serve at least sixty (60) consecutive days' imprisonment before the person is granted probation, suspension, or reduction of sentence or parole or is otherwise released.
- (j) For the purposes of determining whether a conviction is a first, second, third, fourth or subsequent conviction in sentencing under this section, conviction includes a conviction of a violation of any ordinance of any city, or resolution of any county, or a law of any state which is in substantial conformity with this section. It is irrelevant whether an offense occurred before or after conviction for a previous offense.

SECTION 2. If any section, clause, sentence, or phrase of this ordinance is found to be unconstitutional or is otherwise held invalid by any court of competent jurisdiction, it shall not affect the validity of any remaining parts of the ordinance.

SECTION 3. That Section 86-2 of the Code of Ordinances of the City of Garden City, as previously existing and amended, be and the same is hereby repealed, to be replaced as specified in this ordinance.

SECTION 4. That this ordinance shall be in full force and effect from and after September 1, 2016, and following its publication, in the Garden City Telegram, the official city newspaper.

APPROVED AND PASSED by the Governing Body of the City of Garden City, Kansas, this 16th day of August, 2016.

Chris Law, Mayor

ATTEST:

Celyn N. Hurtado, City Clerk

APPROVED AS TO FORM:

Randall D. Grisell, City Attorney

ORDINANCE NO. 2730-2016

AN ORDINANCE REGULATING PUBLIC OFFENSES WITHIN THE CORPORATE LIMITS OF THE CITY OF GARDEN CITY, KANSAS; INCORPORATING BY REFERENCE THE UNIFORM PUBLIC OFFENSE CODE FOR KANSAS CITIES, EDITION OF 2016, WITH CERTAIN OMISSIONS, ADDITIONS OR CHANGES; AMENDING CODE SECTION 62-2; REPEALING EXISTING CODE SECTION 62-2; ALL TO THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS.

BE IT ORDAINED by the Governing Body of the City of Garden City, Kansas:

SECTION 1. That Section 62-2 of the Code of Ordinances of the City of Garden City is hereby amended and shall read as follows:

Section 62-2. Uniform Public Offense Code.

(a) Incorporating Uniform Public Offense Code. There is hereby incorporated by reference for the purpose of regulating public offenses within the corporate limits of the City of Garden City, Kansas, that certain code known as the "Uniform Public Offense Code for Kansas Cities," Edition of 2016, hereinafter referred to as Uniform Public Offense Code, prepared and published in book form by the League of Kansas Municipalities, Topeka, Kansas, save and except such articles, sections, parts, or portions as are hereafter omitted, deleted, modified, added or amended. No fewer than three copies of the Uniform Public Offense Code shall be marked or stamped "Official Copy as Adopted by Ordinance No. 2730-2016," with all sections or portions thereof intended to be omitted or changed clearly marked to show any such omission or change and to which shall be attached a copy of the ordinance codified in this section, and filed with the city clerk to be open to inspection and available to the public at all reasonable hours. All references to the Uniform Public Offense Code as adopted and incorporated into this Code shall be in a form designating section 62-2 followed in parenthesis by the section number of the Uniform Public Offense Code, as incorporated. [For example, section 10.5 of the Uniform Public Offense Code as incorporated shall be referenced as section 62-2(10.5).]

(b) Omissions. The following sections contained in Articles 1 through 11 of the Uniform Public Offense Code are hereby omitted and deleted:

Section 3.7	Mistreatment of a confined person.
Section 3.11	Unlawful administration of a substance.
Section 3.12	Breach of privacy.
Section 5.5	Watercraft; lifesaving devices required.
Section 6.11	Unlawful manufacture or disposal of false tokens.
Section 6.12	Serial numbers.
Section 6.14	Unlawful deposits in sewers.
Section 6.15	Damaging sewers.
Section 6.16	Giving a worthless check.
Section 6.17	Criminal use of a financial card.
Section 6.18	Motor vehicle dealers; selling motor vehicles without a license.
Section 6.19	Equity skimming.
Section 6.20	Computer trespass/computer password disclosure.
Section 6.21	Taking wildlife without permission.
Section 6.22	Criminal hunting.
Section 6.23	Unlawful use of a recording device.
Section 7.1	Compounding an offense.
Section 7.3	Escape from custody.
Section 7.6	Performance of unauthorized official act.
Section 7.7	Simulating legal process.

Section 7.8	Tampering with public record.
Section 7.9	Tampering with public notice.
Section 7.10	False signing of petition.
Section 7.11	False impersonation.
Section 7.14	Electioneering.
Section 8.1	Denial of civil rights.
Section 9.9	Abusing toxic vapors.
Section 9.13	Unlawful posting of political pictures and political advertisements.
Section 10.3	Criminal disposal of firearms.
Section 10.9	Carrying concealed explosives.
Section 10.12	Unlawful failure to report a wound.
Section 10.14	Operation of a motorboat or sailboat.
Section 10.15	Operating a vessel under the influence of intoxicating liquor or drugs; penalties.
Section 10.19	Sale of medicines and drugs through vending machines.
Section 10.20	Obtaining a prescription-only drug.
Section 10.23	Trafficking in counterfeit drugs.
Section 11.3	Commercialization of wildlife.

(c) Amendment. Section 1.1 of the Uniform Public Offense Code, also referred to as 62.2(1.1) of the Code is hereby amended to read as follows:

Section 1.1 Smoking; Definitions

(a) Access Point means the area within a 50 foot radius outside of any doorway, open window or air intake leading into a building or facility that is not exempted pursuant to subsection (c) of section 10.24.

(d) Amendment. Section 3.1 of the Uniform Public Offense Code, also referred to as 62.2(3.1) of the Code is hereby amended to read as follows:

Section 3.1. Battery.

(a) Battery is:

- (1) Knowingly or recklessly causing bodily harm to another person; or
- (2) Knowingly causing physical contact with another person when done in a rude, insulting, or angry manner.

Battery is a Class B violation.

(b) If a person is convicted of a violation of battery a second time, such person shall be guilty of a Class B violation and sentenced to not less than ninety (90) days nor more than one-hundred eighty (180) days imprisonment and fined not less than \$400 nor more than \$1,000. The ten (10) days' imprisonment mandated by this subsection may be served in a work release program only after such person has served forty-eight (48) consecutive hours' imprisonment, provided such work release program requires such person to return to confinement at the end of each day in the work release program. The person convicted must serve at least ten (10) consecutive days' imprisonment before the person is granted probation, suspension, or reduction of sentence or parole or is otherwise released.

(c) If a person is convicted of a violation of battery a third time, such person shall be guilty of a Class B violation and sentenced to not less than ninety (90) days nor more than one-hundred eighty (180) days imprisonment and fined not less than \$500 nor more than \$1,000. The fifteen (15) days' imprisonment mandated by this subsection may be served in a work release program only after such person has served forty-eight (48) consecutive hours' imprisonment, provided such work release program requires such

person to return to confinement at the end of each day in the work release program. The person convicted must serve at least fifteen (15) consecutive days' imprisonment before the person is granted probation, suspension, or reduction of sentence or parole or is otherwise released.

- (d) If a person is convicted of a violation of battery a fourth time, such person shall be guilty of a Class B violation and sentenced to not less than ninety (90) days nor more than one-hundred eighty (180) days imprisonment and fined not less than \$600 nor more than \$1,000. The twenty (20) days' imprisonment mandated by this subsection may be served in a work release program only after such person has served forty-eight (48) consecutive hours' imprisonment, provided such work release program requires such person to return to confinement at the end of each day in the work release program. The person convicted must serve at least twenty (20) consecutive days' imprisonment before the person is granted probation, suspension, or reduction of sentence or parole or is otherwise released.
- (e) If a person is convicted of a violation of battery a fifth or subsequent time, such person shall be guilty of a Class B violation and sentenced to not less than ninety (90) days nor more than one-hundred eighty (180) days imprisonment and fined not less than \$750 nor more than \$1,000. The thirty (30) days' imprisonment mandated by this subsection may be served in a work release program only after such person has served forty-eight (48) consecutive hours' imprisonment, provided such work release program requires such person to return to confinement at the end of each day in the work release program. The person convicted must serve at least thirty (30) consecutive days' imprisonment before the person is granted probation, suspension, or reduction of sentence or parole or is otherwise released.
- (f) For the purpose of determining whether a conviction is a second, third, fourth, fifth or subsequent conviction in sentencing under subsection (b), conviction includes being convicted of a violation of this section, Section 3.1.1, Domestic Battery, or Section 3.2, Battery Against a Law Enforcement Officer, or convicted of a violation of a law of any municipality, state, federal government or foreign government, which prohibits battery, domestic battery, or battery against a law enforcement officer, or entering into a diversion or deferred judgment agreement in lieu of further criminal proceedings in a case alleging a violation of such laws, ordinances, resolutions, or this section. It is irrelevant whether an offense occurred before or after conviction for a previous offense.

(e) Amendment. Section 3.1.1 of the Uniform Public Offense Code, also referred to as 62.2(3.1.1) of the Code is hereby amended to read as follows:

Section 3.1.1. Domestic Battery.

- (a) Domestic Battery is:
 - (1) Knowingly or recklessly causing bodily harm by a family or household member against a family or household member; or
 - (2) Knowingly causing physical contact with a family or household member by a family or household member when done in a rude, insulting, or angry manner.
- (b) (1) Upon a first conviction of a violation of domestic battery, a person shall be guilty of a Class B violation and sentenced to not less than forty-eight (48) consecutive hours' nor more than six (6) months' imprisonment, or in the court's discretion one hundred (100) hours of public service, and fined \$500. The person convicted must serve at least forty-eight (48) consecutive hours' imprisonment, or one hundred (100) hours of public service, before the person is granted probation, suspension, or reduction of sentence or parole or is otherwise released. As a condition of any grant of probation, suspension of sentence or parole or of any other release, the person shall be required to enter into and complete a treatment program for domestic violence prevention.

(2) If a person is convicted of a violation of domestic battery a second time, such person shall be guilty of a Class A violation and sentenced to not less than ninety (90) days nor more than one (1) year imprisonment and fined \$750. The ten (10) days' imprisonment mandated by this subsection may be served in a work release program only after such person has served forty-eight (48) consecutive hours' imprisonment, provided such work release program requires such person to return to confinement at the end of each day in the work release program. The person convicted must serve at least ten (10) consecutive days' imprisonment before the person is granted probation, suspension of sentence or parole or of any other release, for a conviction of domestic battery, the person shall be required to enter into and complete a treatment program for domestic violence prevention.

(c) As used in this section:

(1) **Family or household member** means persons 18 years of age or older who are spouses, former spouses, parents or stepparents and children or stepchildren, and persons who are presently residing together or who have resided together in the past, and persons who have a child in common regardless of whether they have been married or who have lived together at any time. **Family or household member** also includes a man and woman if the woman is pregnant and the man is alleged to be the father, regardless of whether they have been married or have lived together at any time; and

(2) For the purpose of determining whether a conviction is a first or second conviction in sentencing under this section:

(A) Conviction includes being convicted of a violation of this section or entering into a diversion or deferred judgment agreement in lieu of further criminal proceedings on a complaint alleging a violation of this section.

(B) Conviction includes being convicted of a violation of a law of another state, or an ordinance of any city, or resolution of any county, which prohibits the acts that this section prohibits or entering into a diversion or deferred judgment agreement in lieu of further criminal proceedings in a case alleging a violation of such law, ordinance or resolution.

(C) It is irrelevant whether an offense occurred before or after conviction for a previous offense.

(D) A person may enter into a diversion agreement in lieu of further criminal proceedings for a violation of this section or an ordinance of any city or resolution of any county which prohibits the acts that this section prohibits only twice during any five (5) year period.

(f) Amendment. Section 3.2 of the Uniform Public Offense Code, also referred to as 62.2(3.2) of the Code, is hereby amended to read as follows:

Section 3.2. Battery Against a Law Enforcement Officer.

(a) Battery against a law enforcement officer is a battery as defined in section 62.2(3.1(b)) of the Code, committed against a:

(1) Uniformed or properly identified university or campus police officer while such officer is engaged in the performance of such officer's duty;

- (2) Uniformed or properly identified state, county, or city law enforcement officer, other than a state correctional officer or employee, a city or county correctional officer or employee, or a juvenile correctional facility officer, or employee, while such officer is engaged in the performance of such officer's duty;
 - (3) Judge, while such judge is engaged in the performance of such judge's duty;
 - (4) Attorney, while such attorney is engaged in the performance of such attorney's duty; or
 - (5) Community corrections officer or court services officer, while such officer is engaged in the performance of such officer's duty.
- (b) As used in this section:
- (1) Judge means a duly elected or appointed justice of the supreme court, judge of the court of appeals, judge of any district court of Kansas, district magistrate judge or municipal court judge;
 - (2) Attorney means a (A) County attorney, assistant county attorney, special assistant county attorney, district attorney, assistant district attorney, special assistant district attorney, attorney general, assistant attorney general, special assistant attorney general, city attorney, assistant city attorney, city prosecutor, or assistant city prosecutor; and (B) public defender, assistant public defender, contract counsel for the state board of indigents' defense services or any attorney who is appointed by the court to perform services for an indigent person as provided by Article 45 of Chapter 22 of the Kansas Statutes Annotated and amendments thereto;
 - (3) Community Corrections Officer means an employee of a community correctional services program responsible for supervision of adults or juveniles as assigned by the court to community corrections supervision and any other employee of a community correctional services program that provides enhanced supervision of offenders such as house arrest and surveillance programs; and
 - (4) Court Services Officer means an employee of the Kansas judicial branch or local judicial district responsible for supervising, monitoring or writing reports relating to adults or juveniles as assigned by the court, or performing related duties as assigned by the court.

Battery against a law enforcement officer is a Class A violation.

- (c) Upon a first conviction of a violation of battery against a law enforcement officer, a person shall be sentenced to not less than ten (10) days nor more than one (1) year imprisonment and fined not less than \$500 nor more than \$1,000. The person must serve at least ten (10) consecutive days' imprisonment before the person is granted probation, suspension, or reduction of sentence or parole or is otherwise released.
- (d) Upon a second or subsequent conviction of battery against a law enforcement officer, a person shall be sentenced to not less than ninety (90) days nor more than one (1) year imprisonment and fined not less than \$750 nor more than \$1,000. The person convicted must serve at least thirty (30) consecutive days' imprisonment before the person is granted probation, suspension, or reduction of sentence or parole or is otherwise released.
- (e) For the purpose of determining whether a conviction is a second or subsequent conviction in sentencing under subsection (c), conviction includes being convicted of a violation of this section, or convicted of a violation of a law of any municipality, state, federal government or foreign government, which prohibits battery against a law enforcement officer, or entering into a diversion or deferred

judgment agreement in lieu of further criminal proceedings in a case alleging a violation of such laws, ordinances, resolutions, or this section. It is irrelevant whether an offense occurred before or after conviction for a previous offense.

(g) Amendment. Section 3.3 of the Uniform Public Offense Code, also referred to as 62.2(3.2) of the Code, is hereby amended to read as follows:

Section 3.3. Assault and Assault of a Law Enforcement Officer.

- (a) Assault is knowingly placing another person in reasonable apprehension of immediate bodily harm.
- (b) Assault of a law enforcement officer is assault, as defined in subsection (a), committed against:
 - (1) a uniformed or properly identified state, county or city law enforcement officer while such officer is engaged in the performance of such officer's duty; or
 - (2) a uniformed or properly identified university or campus police officer while such officer is engaged in the performance of such officer's duty. (K.S.A. Supp. 21-5412)

Assault is a Class C violation.

Assault of a law enforcement officer is a Class A violation. Upon a conviction of a violation of assault of a law enforcement officer, a person shall be fined not less than \$300 nor more than \$1,000.

(h) Amendment. Section 5.8 of the Uniform Public Offense Code, also referred to as 62.2(6.1) of the Code, is hereby amended to read as follows:

Section 5.8. Purchase, Consumption or Possession of Alcoholic Liquor or Cereal Malt Beverage by a Minor: 18-21.

- (a) Except with regard to serving of alcoholic liquor or cereal malt beverage as permitted by K.S.A. 41-308a, 41-308b, 41-727a, 41-2610, 41-2652, 41-2704, and 41-2727, and amendments thereto, and subject to any rules and regulations adopted pursuant to such statutes, no person under 21 years of age shall possess, consume, obtain, purchase or attempt to obtain or purchase alcoholic liquor or cereal malt beverage except as authorized by law.
- (b) In addition to any other penalty provided for a violation of this section:
 - (1) The Court may order the offender to do either or both of the following:
 - (A) Perform 40 hours of public service; or
 - (B) Attend and satisfactorily complete a suitable educational or training program dealing with the effects of alcohol or other chemical substances when ingested by humans.
 - (2) Upon a first conviction of a violation of this section, the court shall order the division of vehicles to suspend the driving privilege of such offender for 30 days. Upon receipt of the court order, the division shall notify the violator and suspend the driving privileges of the violator for 30 days whether or not that person has a driver's license.
 - (3) Upon a second conviction of a violation of this section, the court shall order the division of vehicles to suspend the driving privilege of such offender for 90 days. Upon receipt of the court order, the division shall notify the violator and suspend the driving privileges of the violator and suspend the driving privileges of the violator for 90 days, whether or not that person has a driver's license.

- (4) Upon a third or subsequent conviction of a violation of this section, the court shall order the division of vehicles to suspend the driving privilege of such offender for one year. Upon receipt of the court order, the division shall notify the violator and suspend the driving privileges of the violator for one year whether or not that person has a driver's license.
- (c) This section shall not apply to the possession and consumption of cereal malt beverage by a person under the legal age for consumption of cereal malt beverage when such possession and consumption is permitted and supervised, and such beverage is furnished, by the person's parent or legal guardian.
- (d) (1) A person and, if applicable, one or two other persons acting in concert with such person are immune from criminal prosecution for a violation of this section, if such person:
- (A) (i) Initiated contact with law enforcement or emergency medical services and requested medical assistance on such person's behalf because such person reasonably believed such person was in need of medical assistance; and
 - (ii) Cooperated with emergency medical services personnel and law enforcement officers in providing such medical assistance;
 - (B) (i) Initiated contact with law enforcement or emergency medical services, or was one of one or two other persons who acted in concert with such person, and requested medical assistance for another person who reasonably appeared to be in need of medical assistance;
 - (ii) Provided their full name, the name of one or two other persons acting in concert with such person, if applicable, and any other relevant information requested by law enforcement or emergency medical services;
 - (iii) Remained at the scene with the person who reasonably appeared to be in need of medical assistance until emergency medical services personnel and law enforcement officers arrived; and
 - (iv) Cooperated with emergency medical services personnel and law enforcement officers in providing such medical assistance; or
 - (C) (i) Was the person who reasonably appeared to be in need of medical assistance as described in subsection (d)(1)(B), but did not initiate contact with law enforcement or emergency medical services; and
 - (ii) Cooperated with emergency medical services personnel and law enforcement officers in providing such medical assistance.
- (2) A person shall not be allowed to initiate or maintain an action against a law enforcement officer, or such officer's employer, based on the officer's compliance or failure to comply with this subsection.
- (e) Violation of this section by a person 18 or more years of age but less than 21 years of age is a Class C violation. On a first conviction of a violation of this section, a person shall be fined not less than \$200. For a second conviction of a violation of this section, a person shall be fined not less than \$400. For a third and subsequent conviction of a violation of this section, a person shall be fined not less than \$600.

(i) Amendment. Section 6.1 of the Uniform Public Offense Code, also referred to as 62.2(6.1) of the Code, is hereby amended to read as follows:

Section 6.1. Theft.

- (a) Theft is any of the following acts done with the intent to deprive the owner permanently of the possession, use, or benefit of the owner's property or services:
 - (1) Obtaining or exerting unauthorized control over property or services;
 - (2) Obtaining control over property or services by deception;
 - (3) Obtaining control over property or services by threat;
 - (4) Obtaining control over stolen property or services knowing the property or services to have been stolen by another; or
 - (5) Knowingly dispensing motor fuel into a storage container or the fuel tank of a motor vehicle at an establishment in which motor fuel is offered for retail sale and leaving the premises of the establishment without making payment for the motor fuel.

- (b) Theft of property or services of the value of less than \$1,500 is a Class A violation, except as provided below:
 - (1) Property of the value of less than \$1,500 from three (3) separate mercantile establishments within a period of 72 hours as part of the same act or transaction or in two (2) or more acts or transactions connected together or constituting parts of a common scheme or course of conduct is a severity level 9, nonperson felony;
 - (2) Property of the value of at least \$50 but less than \$1,500 is a severity level 9, nonperson felony if committed by a person who has, within five (5) years immediately preceding commission of the crime, excluding any period of imprisonment, been convicted of theft two (2) or more times; and
 - (3) Property which is a firearm of the value of less than \$25,000 is a severity level 9, nonperson felony.

- (c) As used in this section:
 - (1) **Conviction** or **convicted** includes being convicted of a violation of K.S.A. 21-3701, prior to its repeal, being convicted of a violation of this section, or convicted of a violation of a law of any municipality, state, federal government or foreign government, which prohibits the acts that this section prohibits, or entering into a diversion or deferred judgment agreement in lieu of further criminal proceedings in a case alleging a violation of such law, ordinance, resolution, or this section;
 - (2) **Regulated scrap metal** means the same as in K.S.A. 50-6, 109, and amendments thereto; and
 - (3) **Value** means the value of the property or, if the property is regulated scrap metal, the cost to restore the site of the theft of such regulated scrap metal to its condition at the time immediately prior to the theft of such regulated scrap metal, whichever is greater.

- (d) Upon a first conviction of a violation of theft, a person shall be sentenced to not less than two (2) days nor more than one (1) year imprisonment and fined not less than \$300 nor more than \$500. The person must serve at least two (2) consecutive days' imprisonment before the person is granted probation, suspension, or reduction of sentence or parole or is otherwise released.
 - (e) If a person is convicted of a violation of theft a second time, such person shall be sentenced to not less than ninety (90) days nor more than one (1) year imprisonment and fined not less than \$500 nor more than \$1,000. The person convicted must serve at least ten (10) consecutive days' imprisonment before the person is granted probation, suspension, or reduction of sentence or parole or is otherwise released.
 - (f) For the purpose of determining whether a conviction is a second conviction in sentencing under subsection (c), conviction includes being convicted of a violation of this section, or convicted of a violation of a law of any municipality, state, federal government or foreign government, which prohibits the acts that this section prohibits, or entering into a diversion or deferred judgment agreement in lieu of further criminal proceedings in a case alleging a violation of such law, ordinance, resolution, or this section. It is irrelevant whether an offense occurred before or after conviction for a previous offense.
- (j) Amendment. Section 7.2 of the Uniform Public Offense Code, also referred to as 62.2(7.2) of the Code, is hereby amended to read as follows:

Section 7.2. Interference With a Law Enforcement Officer.

- (a) Interference with a law enforcement officer is:
 - (1) Falsely reporting to a law enforcement officer, law enforcement agency, or state investigative agency:
 - (A) That a particular person has committed a crime, knowing that such information is false and intending that the officer or agency shall act in reliance upon such information;
 - (B) That a law enforcement officer has committed a crime or committed misconduct in the performance of such officer's duties, knowing that such information is false and intending that the officer or agency shall act in reliance upon such information; or
 - (C) Any information, knowing that such information is false and intending to influence, impede or obstruct such officer's or agency's duty; or
 - (2) Concealing, destroying or materially altering evidence with the intent to prevent or hinder the apprehension or prosecution of any person; or
 - (3) Knowingly obstructing, resisting or opposing any person authorized by law to serve process in the service or execution or in the attempt to serve or execute any writ, warrant, process or order of a court, or in the discharge of any official duty.

Interference with a law enforcement officer is a Class A violation.

- (b) If a person is convicted of a violation of interference with a law enforcement officer a second or subsequent time, such person shall be sentenced to not less than ninety (90) days nor more than one (1) year imprisonment and fined not less than \$750 nor more than \$1,000. The ten (10) days' imprisonment mandated by this subsection may be served in a work release program only after such

person has served forty-eight (48) consecutive hours' imprisonment, provided such work release program requires such person to return to confinement at the end of each day in the work release program. The person convicted must serve at least ten (10) consecutive days' imprisonment before the person is granted probation, suspension of sentence or parole or of any other release.

- (c) For the purpose of determining whether a conviction is a second or subsequent conviction in sentencing under subsection (b), conviction includes being convicted of a violation of this section, or convicted of a violation of a law of any municipality, state, federal government or foreign government, which prohibits the acts that this section prohibits, or entering into a diversion or deferred judgment agreement in lieu of further criminal proceedings in a case alleging a violation of such law, ordinance, resolution, or this section. It is irrelevant whether an offense occurred before or after conviction for a previous offense.

(k) Amendment. Section 10.24 of the Uniform Public Offense Code, also referred to as 62.2(10.24) of the Code, is hereby amended to read as follows:

10.24 Smoking Prohibited.

- (a) It shall be unlawful, with no requirement of a culpable mental state, to smoke in an enclosed area or at a public meeting including, but not limited to:
 - (1) public places;
 - (2) taxicabs and limousines;
 - (3) restrooms, lobbies, hallways and other common areas in public and private buildings, condominiums and other multiple-residential facilities;
 - (4) restrooms, lobbies and other common areas, and all sleeping rooms in hotels and motels;
 - (5) access points of all buildings and facilities not exempted pursuant to subsection (c), with the exception of access points leading into or out of outdoor patio areas where smoking is lawful;
 - (6) any place of employment;
 - (7) any public assembly seating, bleacher section, grandstand, or other seating, affixed and permanent in nature located in the city, on any property owned or leased by any municipality, whether city, county, state, school district or community college;
 - (8) any building, structure, or athletic field and seating area, owned, leased, or occupied by a unified school district or a community college;
 - (9) private clubs and fraternal organization facilities; and
 - (10) all public access areas within Lee Richardson Zoo, both enclosed and otherwise, with the exception that smoking shall be allowed in private motor vehicles occupied by visitors to Lee Richardson Zoo.
- (b) Each employer having a place of employment that is an enclosed area shall provide a smoke-free workplace for all employees. Such employer shall also adopt and maintain a written smoking policy which shall prohibit smoking without exception in all areas of the place of employment. Such policy shall be communicated to all current employees within one week of its adoption and shall be communicated to all new employees upon hiring. Each employer shall provide a written copy of the smoking policy upon request to any current or prospective employee.

- (c) The provisions of this section shall not apply to:
- (1) the outdoor areas of any building or facility beyond the access points of such building or facility, except as noted in (a)(7), (8) and (10) above; and
 - (2) private homes or residences, except when such home or residence is used as a day care home, as defined in K.S.A. 65-530, and amendments thereto.

SECTION 2. If any section, clause, sentence, or phrase of this ordinance is found to be unconstitutional or is otherwise held invalid by any court of competent jurisdiction, it shall not affect the validity of any remaining parts of the ordinance.

SECTION 3. That Section 62-2 of the Code of Ordinances of the City of Garden City, Kansas, as previously existing and amended, be and the same is hereby repealed, to be replaced as specified in this ordinance.

SECTION 4. That this ordinance shall be in full force and effect from and after September 1, 2016, and following its publication, in the Garden City Telegram, the official city newspaper.

APPROVED AND PASSED by the Governing Body of the City of Garden City, Kansas, this 16th day of August, 2016.

Chris Law, Mayor

ATTEST:

Celyn N. Hurtado, City Clerk

APPROVED AS TO FORM:

Randall D. Grisell, City Counselor



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: James Dummermuth, City Prosecutor
DATE: August 16, 2016
RE: Section 62-17. Use or Possession of Marijuana

ISSUE:

The Governing Body is asked to consider and approve amendments and additions to Section 62-17. Use or Possession of Marijuana.

1. Ordinance No. _____- 2016, an ordinance prohibiting the use or possession of marijuana and establishing penalties therefor in the City of Garden City, Kansas; amending current Code Section 62-17; all to the Code of Ordinances of the City of Garden City, Kansas.

BACKGROUND:

The State of Kansas passed law effective July 1, 2016 that lessens the penalties on marijuana possession. The law makes first-time marijuana possession a class B misdemeanor. Previously it was a class A misdemeanor. Second-time possession moved from a felony to a class A misdemeanor. In order to comply with these changes Garden City Municipal Court needed to update Section 62-17 Use or Possession of Marijuana.

To follow along with the State, staff and City Attorney Grisell have drafted language for Section 62-17 that lessens the penalties for a first-time marijuana possession and establishes penalties for a second-time. Previously a first offense for marijuana in Municipal Court carried a \$500 fine and four day mandatory jail sentence. The attached language reduces the mandatory jail sentence to two days. A second-time offense would have previously been sent to the County Attorney's Office as a felony, but since it has been reduced to a misdemeanor those cases will now come to Municipal Court. A second-time offense will carry a \$750 fine and four mandatory days in jail.

Municipal Court could potentially see defendants on three offenses of marijuana possession. If they apply and successfully complete diversion and then on two more convictions.

ALTERNATIVES:

1. Approve the attached ordinance as written.
2. Reject the attached ordinance.
3. Provide staff additions or changes for ordinances.

RECOMMENDATION:

Staff recommends alternative #1.

FISCAL NOTE:

At this point it is difficult to know what the fiscal impact will be. We do know that the case load for

second-time offenses will generally cause an increase in revenue. There is no anticipated increase in expenses. Actual data will be provided after one year of study.

ATTACHMENTS:

Description	Upload Date	Type
Section 62-17	8/10/2016	Backup Material

ORDINANCE NO. _____-2016

AN ORDINANCE PROHIBITING THE USE OR POSSESSION OF MARIJUANA AND ESTABLISHING PENALTIES THEREFOR IN THE CITY OF GARDEN CITY, KANSAS; AMENDING CURRENT CODE SECTION 62-17; REPEALING CURRENT CODE SECTION 62-17; ALL TO THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS.

BE IT ORDAINED by the Governing Body of the City of Garden City, Kansas:

SECTION 1. Section 62-17 of the Code of Ordinances of the City of Garden City, Kansas, is hereby amended to read as follows:

Section 62-17. Use or possession of marijuana prohibited.

- (a) Except as authorized by the Uniform Controlled Substances Act, K.S.A. 65-4101 et seq., and amendments thereto, it shall be unlawful for any person to possess or have under such person's control the hallucinogenic drug designated in K.S.A. 65-4105(d)(16), and amendments thereto, as marihuana, commonly referred to as marijuana, as used in this section and code.
- (b) Agency relationship. *It* shall not be a defense to a charge arising under this section that the defendant was acting in an agency relationship on behalf of any other party in a transaction involving marijuana.
- (c) Possession of marijuana, first offense, is a class B violation. Possession of marijuana, second offense, is a class A violation.
- (d) Upon a first conviction of a violation of this section, a person shall be sentenced to not less than 48 consecutive hours nor more than one year imprisonment, and be fined \$500. The person convicted must serve at least 48 consecutive hours imprisonment either before or as a condition of any grant of probation or suspension, reduction of sentence or parole.
- (e) Upon a second conviction of a violation of this section, a person shall be sentenced to not less than 96 consecutive hours nor more than one (1) year imprisonment, and be fined \$750. The person convicted must serve at least 96 consecutive hours imprisonment either before or as a condition of any grant of probation or suspension, reduction of sentence or parole.
- (f) For the purpose of determining whether a conviction is a second conviction in sentencing under subsection (e), conviction includes being convicted of a violation of this section, or convicted of a violation of a law of any municipality, state, federal government or foreign government, which prohibits the acts that this section prohibits. It is irrelevant whether an offense occurred before or after conviction for a previous offense.

SECTION 2. Section 62-17 of the Code of Ordinances of the City of Garden City, Kansas, is hereby repealed, to be replaced as specified in this ordinance.

SECTION 3. If any section, clause, sentence, or phrase of this ordinance is found to be unconstitutional or is otherwise held invalid by any court of competent jurisdiction, it shall not affect the validity of any remaining parts of this ordinance.

SECTION 4. This ordinance shall be in full force and effect from and after September 1, 2016, and following its publication, in the Garden City Telegram, the official city newspaper.

APPROVED AND PASSED by the Governing Body of the City of Garden City, Kansas, the 16th day of August, 2016.

Chris Law, Mayor

ATTEST:

Celyn N. Hurtado
City Clerk

APPROVED AS TO FORM:

Randall D. Grisell
City Attorney



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Steve Cottrell, Assistant to the City Manager
DATE: August 16, 2016
RE: 2016 General Obligation Bond Issue

ISSUE:

The Governing Body is asked to consider and approve the low bid for the General Obligation Bonds which will be received on August 16th at 11:00 a.m. An Ordinance and Resolution authorizing the bonds are also presented for consideration and approval.

1. Ordinance No. ____-2016, an ordinance of the City of Garden City, Kansas, authorizing issuance of the City's General Obligation Bonds, Series A, 2016, in the principal amount of \$2,000,000, to finance costs of capital improvements in the City; providing for the levy and collection of an annual tax to pay principal of and interest on the bonds; authorizing other related documents and actions; and making covenants with respect to the bonds.
2. Resolution No. ____-2016, a resolution prescribing the form and details of the City of Garden City General Obligation Bonds, Series A, 2016, in the principal amount of \$2,000,000, as previously authorized by Ordinance No. ____-2016 of the City; making covenants and agreements providing the payment and security of bonds; authorizing related documents and actions.

BACKGROUND:

At your July 19th meeting, the Governing Body authorized the 2016 G.O. Bond issue, for the 2017 KLINK project, \$491,000, acquisition of a ladder truck, \$1,200,000, for the Central Fire Station and the City share of AIP-35 and AIP-38 at Garden City Regional Airport, \$265,000, plus issuance costs.

Financial Advisors Chuck Bouly and Bret Shogren will present the bond sale results to the Governing Body. Bond Counsel Mary Carson has prepared an Ordinance and a Resolution authorizing the sale.

ALTERNATIVES:

- 1) The Governing Body may accept the low bid and adopt the Ordinance and Resolution.
- 2) Reject the bids or defer action to a later date.

RECOMMENDATION:

Staff recommends accepting the low bid and adoption the Ordinance and Resolution.

FISCAL NOTE:

The total estimated interest over the 10 year life of the bonds, maturing in 2026, is \$294,583, for a total of \$2,294.583 in principal and interest. The estimated annual debt service, \$229,458, for this

bond issue begins in 2017; the 2017 payment is included in the 2017 budget for the Bond and Interest Fund (040).

ATTACHMENTS:

Description	Upload Date	Type
Bond Ordinance	8/5/2016	Ordinance
Bond Resolution	8/5/2016	Resolution

(Published in the *Garden City Telegram* on August 19, 2016)

ORDINANCE NO. ____-2016

AN ORDINANCE OF THE CITY OF GARDEN CITY, KANSAS, AUTHORIZING ISSUANCE OF THE CITY'S GENERAL OBLIGATION BONDS, SERIES A, 2016, IN THE PRINCIPAL AMOUNT OF \$2,000,000, TO FINANCE COSTS OF CAPITAL IMPROVEMENTS IN THE CITY; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX TO PAY PRINCIPAL OF AND INTEREST ON THE BONDS; AUTHORIZING OTHER RELATED DOCUMENTS AND ACTIONS; AND MAKING COVENANTS WITH RESPECT TO THE BONDS.

WHEREAS, the governing body of the City of Garden City, Kansas (the "City"), under the authority of K.S.A. 12-685 to 12-689, K.S.A. 12-1736 *et seq.*, Article 12, § 5 of the Kansas Constitution, and Charter Ordinance No. 13 of the City, each as amended and supplemented, (collectively, the "Project Act"), has authorized and made or will make the following improvements (collectively, the "Project") in the City:

A. Reconstruction of Kansas Avenue from 350 feet west of Crestway Drive to 550 feet east of Crestway Drive (KDOT Project #156-28 U-0296-01), as authorized by Ordinance No. 2727A-2016; and

B. Equipping the City's Central Fire Station at 212 N. 9th St., through acquisition of a new ladder truck, and all thing necessary and related thereto, as authorized by Ordinance No. 2727A-2016; and

C. Make improvements to the Garden City Regional Airport, designated AIP Projects 3-20-00-24-35 and 3-20-00-24-38, as authorized by Ordinance No. 2727A-2016.

WHEREAS, pursuant to the Project Act and K.S.A. 10-101 to 10-125, inclusive, as supplemented and amended (the "Bond Act"), the City is authorized to issue its general obligation bonds to finance costs of the Project; and

WHEREAS, as provided in the Bond Act, the governing body authorized the public sale of the City's general obligation bonds, published notices of the sale, conducted a public sale, and awarded the sale of the general obligation bonds to the best bidder; and

WHEREAS, the governing body determines it necessary and appropriate to authorize issuance of the City's general obligation bonds to provide funds to pay a portion of the costs of the Project and to specify the terms, details, form and conditions of such bonds.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF GARDEN CITY, KANSAS:

SECTION 1. Authorization of the Bonds. The City's General Obligation Bonds, Series A, 2016, in the total principal amount of \$2,000,000.00 (the "Bonds") are authorized to be issued for the purpose of providing funds to pay a portion of the costs of the Project (as defined above).

SECTION 2. Security for the Bonds. The Bonds are general obligations of the City. The full faith, credit and resources of the City are pledged to secure the payment of the principal of and the interest on the Bonds as the same become due and payable. The governing body of the City covenants that it shall annually make provision for the payment of the principal of and the interest on the Bonds as and when the same become due and payable by levying and collecting the necessary ad valorem taxes upon all of the taxable tangible property located within the territorial limits of the City, in such amounts as are necessary to provide for such annual payments of the Bonds.

SECTION 3. Terms, Details and Conditions of the Bonds. The Bonds shall be dated and bear interest, mature and be payable, be issued in the form, be subject to redemption and payment prior to maturity, and be issued and delivered in the manner prescribed and subject to the provisions, covenants and agreements set forth in a resolution adopted by the governing body of the City (the "Resolution") concurrently with this Ordinance.

SECTION 4. Designation of Paying Agent and Bond Registrar; Issuer/Agent Agreement. Pursuant to K.S.A. 10-620 *et seq.*, the governing body elects to have the provisions of the Kansas Bond Registration Law apply to the Bonds and designates and appoints the Treasurer of the State of Kansas, Topeka, Kansas, as the Bond Registrar and Paying Agent for the bonds (the "Paying Agent"). The terms, conditions and provisions under which the Paying Agent will perform its duties are set forth in an Agreement between Issuer and Paying Agent dated as of September 1, 2016 (the "Issuer/Agent Agreement"). The form and text of the Issuer/Agent Agreement are approved and accepted by the governing body, and all of the covenants, duties and responsibilities therein to be performed by and on behalf of the City are declared the covenants, duties and responsibilities of the City as though fully set forth in this Ordinance. The Mayor and City Clerk are authorized to execute and deliver the Issuer/Agent Agreement for and on behalf of the City. The Issuer/Agent Agreement is incorporated in and made a part of this Ordinance by this reference; provided, publication of the Issuer/Agent Agreement is not required.

SECTION 5. Levy and Collection of Annual Tax. The governing body of the City shall annually make provision for the payment of principal of, premium, if any, and interest on the Bonds as the same become due by levying and collecting the necessary taxes upon taxable tangible property within the City in the manner provided by law.

The taxes above referred to shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as other general ad valorem taxes of the City are levied and collected, shall be used solely for the payment of the principal of and interest on the Bonds as and when the same become due and the

fees and expenses of the Paying Agent. The proceeds derived from said taxes shall be deposited in the Series A, 2016 Principal and Interest Account, as defined in the Resolution.

If at any time the taxes are not collected in time to pay the principal of or interest on the Bonds when due, the City Treasurer is authorized and directed to pay said principal or interest out of the general funds of the City and to reimburse said general funds for money so expended when said taxes are collected.

SECTION 6. Tax Covenants. The governing body of the City covenants that so long as any of the Bonds remain outstanding and unpaid, it will not make or permit use of the proceeds thereof which, if such use had been reasonably expected on the date of issuance and delivery of the Bonds, would have caused the Bonds to be “arbitrage bonds” within the meaning of Section 103(b)(2) of the Internal Revenue Code of 1986, as amended (the “Code”); and that it will comply with all applicable requirements of Section 148 of the Code and the applicable rules and regulations of the United States Treasury Department thereunder for so long as any of the Bonds remain outstanding and unpaid. The governing body further covenants to take all such action in its power as may be required from time to time in order to ensure the continued tax-exempt status of the interest on the Bonds, and to comply with all provisions of the Code, as the same be amended, and any applicable rules and regulations of the United States Treasury Department issued under the Code.

SECTION 7. Authorization of Official Statement; Continuing Disclosure. The governing body of the City ratifies and confirms its prior approval of the form and content of the “deemed final” Preliminary Official Statement dated July 15, 2016 and the use of the final Official Statement in the reoffering of the Bonds by [ORIGINAL PURCHASER], [ORIGINAL PURCHASER CITY AND STATE], as Original Purchaser is approved and authorized; and the Mayor is authorized to execute and the City Clerk to attest the Official Statement on behalf of the City. The City covenants and agrees to provide continuing disclosure as required by Securities and Exchange Commission Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (17 CFR part 240, §240. 15c2-12) and as set forth in the Continuing Disclosure Undertaking for the Bonds submitted to the governing body with this Ordinance. The Mayor is authorized to execute and the City Clerk to attest the Continuing Disclosure Undertaking on behalf of the City.

SECTION 8. Designation as Qualified Tax-Exempt Obligations. The governing body of the City designates the Bonds as “qualified tax-exempt obligations” as defined in Section 265(b) (3) of the Code.

SECTION 9. Further Authority. The City and its officers, agents and employees are authorized and directed to take such actions, expend such moneys and execute such other documents, certificates and instruments as are necessary or desirable to carry out and comply with this Ordinance and give effect to the transactions described herein, including executing final certificates required to be included in the official Transcript of Proceedings relating to the authorization and issuance of the Bonds, all without further action by the governing body.

SECTION 9. Severability. If any section, paragraph, clause or provision of this Ordinance is, for any reason, held invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any remaining provisions of this Ordinance.

SECTION 11. Governing Law. This Ordinance and the Bonds shall be governed exclusively by and construed in accordance with the applicable laws of the State of Kansas.

SECTION 12. Effective Date. This Ordinance shall be in force and take effect from and after its adoption and approval and its publication one time in the City's official newspaper.

[Remainder of Page Intentionally Left Blank]

ADOPTED AND APPROVED by the governing body of the City of Garden City, Kansas on August 16, 2016.

CITY OF GARDEN CITY, KANSAS

[Seal]

By _____
Chris Law, Mayor

ATTEST:

By _____
Celyn N. Hurtado, City Clerk

RESOLUTION NO. ____-2016

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF THE CITY OF GARDEN CITY, KANSAS GENERAL OBLIGATION BONDS, SERIES A, 2016 IN THE PRINCIPAL AMOUNT OF \$2,000,000, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. ____-2016 OF THE CITY; MAKING COVENANTS AND AGREEMENTS PROVIDING FOR THE PAYMENT AND SECURITY THE BONDS; AND AUTHORIZING RELATED DOCUMENTS AND ACTIONS.

WHEREAS, the governing body of the City of Garden City, Kansas (the “City”) passed Ordinance No. ____-2016 (the “Bond Ordinance”), authorizing issuance of the City’s General Obligation Bonds, Series A, 2016 in the principal amount of \$2,000,000 (the “Bonds”) to provide funds to pay a portion of the costs of the Project, as defined in the Bond Ordinance; and

WHEREAS, the Bond Ordinance contemplates adoption of this resolution by the governing body of the City to set forth details and conditions and to make covenants with respect to the Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF GARDEN CITY, KANSAS:

SECTION 1. Authority for Bonds; Security. In the Bond Ordinance the City has authorized the issuance of the Bonds (as described above) for the purposes described in the Bond Ordinance. Payment of the Bonds is secured as described in the Bond Ordinance. The Bond Ordinance and this Resolution shall be read and construed together in all matters relating to the Bonds.

SECTION 2. Details of Bonds; Payment of Principal and Interest. The Bonds shall be issued in the total principal amount of \$2,000,000.00, and designated “City of Garden City, Kansas, General Obligation Bonds, Series A, 2016”. The Bonds are dated September 1, 2016 (the “Dated Date”). The Bonds mature on November 1 (the “Principal Payment Date”) in each of the years and in the principal amounts and shall bear interest at the respective rates per annum (computed on the basis of a 360-day year of twelve 30-day months), as follows:

Maturity Schedule
SERIAL BONDS

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
11/01/2017	\$170,000.00	__._%
11/01/2018	185,000.00	__._%
11/01/2019	190,000.00	__._%
11/01/2020	195,000.00	__._%

11/01/2021	195,000.00	__._%
11/01/2022	200,000.00	__._%
11/01/2023	205,000.00	__._%
11/01/2024	215,000.00	__._%
11/01/2025	220,000.00	__._%
11/01/2026	225,000.00	__._%

TERM BONDS

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
__/01/2026	\$ __,000.00	__._%

Subject to the book-entry provisions of Section 6 of this Resolution, the Bonds shall be issued as fully registered certificated bonds without coupons in denominations of \$5,000, or integral multiples thereof not exceeding the principal amount of Bonds maturing on the respective Principal Payment Date; and the Bonds shall be numbered as the Bond Registrar (herein defined) shall determine.

The principal amount of the Bonds shall be payable in lawful money of the United States of America by check or draft of the Paying Agent (as defined in the Bond Ordinance and this Resolution) upon the presentation of the Bonds for payment and cancellation at the Paying Agent’s principal office in the City of Topeka, Kansas. The interest on the Bonds shall be payable in lawful money of the United States of America to the owners of bonds (the “Owners”) of record as of the as of the fifteenth (15th) day of the month prior to the Interest Payment Date (the “Record Date”), by check or draft of the Paying Agent mailed to the Owners at their addresses as shown on the Registration Books, or at such other address as an Owner has furnished in writing to the Bond Registrar, or in the case of an interest payment to an Owner that is a securities depository or an owner of \$500,000 or more aggregate principal amount of the Bonds, by electronic transfer, upon written notice given to the Paying Agent by that Owner, not less than 15 days before the Record Date for such payment, containing the electronic transfer instructions, including the bank address, ABA routing number and account number where the wire transfer should be directed.

The interest on the Bonds shall be payable semiannually on May 1 and November 1 of each year (the “Interest Payment Dates”), commencing May 1, 2017, to the Owners of the Bonds as they appear on the Registration Books as of the fifteenth (15th) day of the month before the Interest Payment Date (the “Record Date”). The Bonds bear interest from the Interest Payment Date immediately preceding their effective authentication date, unless the effective authentication date is an Interest Payment Date, when the Bonds shall bear interest from such Interest Payment Date, or unless the effective authentication date is before the first Interest Payment Date, when the Bonds shall bear interest from the Dated Date. The effective date of authentication shall be the date the Bond is authenticated by the Bond Registrar and the Bond Registrar shall record the date of authentication on each Bond.

If a Principal Payment Date or an Interest Payment Date (collectively a “Payment Date”) occurs on a date which is a Saturday, Sunday or any day designated as a holiday by the Congress

of the United States or by the legislature of the State of Kansas and on which the Paying Agent is normally scheduled to be closed, then the payment of such principal, premium or interest may be made on the next succeeding business day with the same force and effect as if made on the scheduled Payment Date, and no interest shall accrue for the period after the scheduled Payment Date.

While the Bonds are in book-entry form the Paying Agent (defined in the Bond Ordinance and this Resolution) shall make payments directly to DTC or its nominee, as the registered owner, for the principal of and the interest on the Bonds; and DTC will remit such principal and interest to its Direct Participants for distribution to the Beneficial Owners, all as defined and in the manner set forth in the following Section 6 and as governed by the terms of the Letter of Representation described in Section 6.

In the event that the Bonds are issued and delivered in certificated form at any time after the initial delivery of the Bonds, the Paying Agent shall maintain Registration Books for the ownership of the Bonds on behalf of the City; and the Paying Agent will make payment for the Bonds directly to the registered owners of the Bonds as shown by said Registration Books as described in this Section 2.

SECTION 3. Redemption of Bonds.

(A) Optional Redemption. At the option of the City, the Bonds maturing November 1, 2024 and thereafter may be called for redemption and payment prior to their respective maturities, on November 1, 2023 or any time thereafter, as a whole or in part, as determined by the City, at a redemption price equal to the principal amount, plus accrued interest to the date of redemption, without premium.

[(B) Mandatory Redemption of Term Bonds. Each of the Term Bonds maturing on November 1, 20__ (the “Term Bonds”), shall be subject to mandatory redemption and payment beginning November 1, [First Sinking Fund Year], and continuing on November 1 of each year thereafter according to the redemption schedule set forth below, at the principal amount thereof, plus accrued interest thereon to the date fixed for redemption and payment, without premium.

The transfers to the Series A, 2016 Principal and Interest Account required by this Resolution which are to be made for payments commencing November 1, [First Sinking Fund Year], shall be sufficient to redeem, and the City agrees to redeem, the principal amount of the Term Bonds on November 1, as follows:

<u>Redemption Date</u>	<u>Principal Amount</u>
[First Sinking Fund Year]	[\$[First Sinking Fund Amount]
[Second Sinking Fund Year]	[Second Sinking Fund Amount]
[Third Sinking Fund Year]	[Third Sinking Fund Amount]
[Fourth Sinking Fund Year]	[Fourth Sinking Fund Amount]

(Leaving \$[Final Sinking Fund Amount] to mature on November 1, 2026)

The Term Bonds to be redeemed and paid as described above shall be selected by the Paying Agent in such equitable manner as it may designate. In each year Term Bonds are redeemed as described in this Section, the Paying Agent shall make timely selection of the Term Bonds to be redeemed and give notice thereof to the Owners as herein described without further instructions from the City.]

(C) Selection of Bonds to be Redeemed. The Bonds shall be redeemed only in face amounts of \$5,000 or integral multiples thereof. If the City elects to call for redemption less than all of the Bonds at the time outstanding, the Bonds shall be redeemed in such manner as the City shall determine, with Bonds of less than a full maturity to be selected by lot in units of \$5,000; and the City shall, in the case of Bonds registered in denominations greater than \$5,000, treat each \$5,000 of face value of a Bond so registered as though it were a separate Bond in the denomination of \$5,000. If it is determined that one or more, but not all, of the \$5,000 units of face value represented by any fully registered Bond certificate is selected for redemption, then the Owner of such Bond shall present and surrender such Bond to the Paying Agent for payment of the redemption price of the \$5,000 unit or units of face value called for redemption, and for exchange, without charge to the Owner thereof for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Owner of any such Bond of a denomination greater than \$5,000 fails to present such Bond to the Paying Agent for payment and exchange as described, such Bond shall, nevertheless, become due and payable on the redemption date to the extent of the principal amount thereof called for redemption (and to that extent only).

(D) Notice of Redemption. The City shall give notice of any call for redemption and payment in writing to the Paying Agent not less than forty-five (45) days prior to the redemption date; and the Paying Agent shall give notice of such call for redemption and payment in writing mailed via United States first class mail to the Owners of the Bonds so called not less than thirty (30) days prior to the redemption date, unless an Owner has waived such written notice of redemption. The City shall also give or cause to be given such additional notice of a call for redemption and payment as is then required by the laws of the State of Kansas in effect as of the date a notice is given. All notices of redemption given under the provisions of this Section shall state (i) the redemption date, (ii) the redemption price, (iii) if less than all Outstanding Bonds are to be redeemed, the identification (and in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed, (iv) that on the redemption date the principal amount, and premium, if any, will become due and payable upon each such Bond or portion thereof which has been selected for redemption, and that the interest thereon shall cease to accrue from and after the redemption date, (v) any conditions required prior to redemption and payment, and (vi) that the Bonds so selected for redemption are to be surrendered to or at the principal office of the Paying Agent for payment. The failure of any Owner of the Bonds to receive notice given as heretofore provided or an immaterial defect therein shall not invalidate any redemption.

At the option of the City, a notice of optional redemption may be made conditional upon moneys being on deposit with the Paying Agent on or prior to the redemption date in an amount sufficient to pay the redemption price on the redemption date. If the notice is conditional and moneys are not received, the notice shall be of no force and effect, the Paying Agent shall not

redeem such Bonds and the Paying Agent shall give notice, in the same manner that notice of redemption was given, that moneys were not received and Bonds will not be redeemed.

For as long as the Securities Depository (defined in Section 6) is effecting book-entry transfers of the Bonds, the Bond Registrar shall provide the notices specified in this subsection to the Securities Depository. It is expected the Securities Depository will, in turn, notify its Participants and that its Participants, in turn, will notify or cause to notification of the Beneficial Owners of the Bonds. A failure on the part of the Securities Depository or a Participant, or a failure on the part of a nominee of a Beneficial Owner of Bond (having received notice of a redemption from the Bond Registrar, the Securities Depository, a Participant or otherwise) to notify the Beneficial Owner of the Bonds so affected, shall not affect the validity of the redemption of such Bond.

(E) Deposit of Moneys for and Payment of Redemption Price. On or prior to the redemption date, the City shall deposit with the Paying Agent sufficient funds to pay the redemption price, together with all unpaid and accrued interest thereon to the redemption date, of all Bonds or portions thereof selected for redemption on the redemption date. Upon the surrender by the Owners of Bonds selected for redemption, the Paying Agent shall pay the redemption price therefor to the Owners. If one or more, but not all, of the \$5,000 units of face value represented by any Bond is selected for redemption and surrendered and paid, then the Paying Agent shall prepare and furnish to the Owner thereof a new Bond or Bonds of the same maturity and in the amount of the unredeemed portion of such Bond as provided above. All Bonds selected, called and surrendered for redemption shall be canceled by the Paying Agent and shall not be reissued.

(F) Effect of Call for Redemption. Whenever any Bond, or one or more of the \$5,000 units of face value represented by any Bond, has been selected for redemption and payment as provided in this Section, all interest on such Bond, or such one or more of the \$5,000 units of face value represented by any such Bond, shall cease from and after the redemption date, provided funds are then available for its payment at the price hereinbefore specified.

SECTION 4. Designation of Paying Agent and Bond Registrar. In the Bond Ordinance the City has designated the State Treasurer of Kansas, Topeka, Kansas as the Bond Registrar and Paying Agent for the Bonds pursuant to the Issuer/Agent Agreement and the Bond Act (each as defined in the Bond Ordinance).

SECTION 5. Ownership; Transfers and Exchanges; Mutilated, Lost, Stolen or Destroyed Bonds. Pursuant to the Issuer/Agent Agreement, the Bond Registrar shall maintain books for the recording of the initial registration and any subsequent transfers of the ownership of the Bonds (the "Registration Books"), and the person(s) in whose name any Bond is registered as shown on the Registration Books shall be deemed and regarded as the absolute Owner thereof for all purposes. Payment of, or on account of, the principal of and the interest on any such Bond shall be made only to or upon the order of the Owner or his duly authorized agent. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

The provisions, terms, conditions and requirements for the transfer and exchange of the Bonds, and for the replacement of a mutilated, lost, stolen or destroyed Bond are fully set forth in the Issuer/Agent Agreement. Replacement bonds delivered upon any transfer or exchange made in compliance with the provisions, terms, conditions and requirements set forth in the Issuer/Agent Agreement shall be valid obligations of the City, evidencing the same debt as the Bonds surrendered, shall be secured by the pledges made in this Resolution and the Bond Ordinance and shall be entitled to all of the security and benefits hereof to the same extent as the bonds surrendered.

SECTION 6. Book-Entry-Only Bonds. The Bonds shall be initially distributed in book-entry-only form through The Depository Trust Company, New York, New York (“DTC”), by depositing with DTC one certificate for each maturity in fully registered form, registered in the name of DTC’s nominee, Cede & Co., in an amount equal to the total principal amount of the Bonds maturing on the respective Principal Payment Dates as authorized herein. Notwithstanding anything in this Resolution to the contrary, so long as the Bonds remain in book-entry-only form the manner of payment of the principal of and the interest on the Bonds to DTC, and other matters relating to the distribution of the Bonds in book-entry-only form through DTC, shall be governed by the provisions of this Section 6 and a Letter of Representations from the City to DTC (the “Letter of Representations”), which the Mayor or City Clerk is hereby authorized to execute and deliver on behalf of the City.

One certificate per maturity registered in the name of DTC’s nominee, Cede & Co., for the total principal amount of the Bonds maturing on the respective Principal Payment Dates will be issued to DTC in New York, New York; and such certificates will be immobilized in its custody. Purchases of the Bonds in denominations permitted by Section 2 hereof must be made by or through Direct Participants of DTC (as defined in the Letter of Representations), which will receive a credit for the Bonds on DTC’s records. The ownership interest of each actual purchaser of each Bond (the “Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Transfers of ownership will be effected on the records of DTC and its Participants pursuant to the rules and procedures established by DTC and its Participants. Payment of principal and interest on the Bonds will be made in same day funds directly to DTC. The transfer of principal and interest to Participants of DTC will be the responsibility of DTC; the transfer of principal and interest to beneficial owners by Participants of DTC will be the responsibility of such Participants. Neither the City nor the Paying Agent and Bond Registrar will be responsible or liable for maintaining, supervising or reviewing the records maintained by DTC, its Participants or persons acting through such Participants.

In the event the Bond Registrar receives written notice from Participants having interest in not less than 50% of the Bonds outstanding, as shown on the records of DTC (and certified to such effect by DTC), that the continuation of a book-entry only system to the exclusion of any Bonds being issued to any Registered Owner other than Cede & Co., is no longer in the best interest of the Beneficial Owners of the Bonds, then the Bond Registrar shall notify the registered owners of such determination or such notice, and the Bond Registrar shall register in the name of and authenticate and deliver replacement Bonds to the Beneficial Owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption

("Replacement Bonds"). If issued in certificated form, the certificates representing the Bonds shall be numbered in such manner as the Bond Registrar shall determine.

All references to DTC herein shall relate to the period of time when DTC has possession of at least one Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by DTC shall be deemed to be imposed upon and performed by the Bond Registrar, to the extent applicable with respect to such Replacement Bonds. If DTC resigns and the City, the Bond Registrar or the Owners are unable to locate a qualified successor of the securities depository, then the Bond Registrar shall authenticate and cause delivery of Replacement Bonds to Owners, as provided herein. The Bond Registrar may rely on information from DTC and its Participants as to the names of the Beneficial Owners of the Bonds. The cost of printing, registration, authentication, and delivery of Replacement Bonds shall be paid for by the City.

In the event DTC resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the City may appoint a successor securities depository provided the Bond Registrar receives written evidence satisfactory to the Bond Registrar with respect to the ability of the successor securities depository to discharge its responsibilities. Any such successor securities depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Bond Registrar upon its receipt of a Bond or Bonds for cancellation shall cause the delivery of the Bonds to the successor securities depository in appropriate denominations and form as provided in this Resolution.

SECTION 7. Execution and Authentication. The Bonds shall be executed for and on behalf of the City by the manual or facsimile signature of its Mayor, attested by the manual or facsimile signature of its City Clerk, and a facsimile of the City's official seal shall be printed on or affixed to the Bonds. The Bonds shall be registered in the Office of the City Clerk, evidenced by the manual or facsimile signature of the City Clerk on a Certificate of Registration printed on the bonds, attested by a facsimile of the City's official seal. The Bonds shall be registered by the State Treasurer in the municipal bond register in his office, which registration shall be evidenced by his manual or facsimile signature on a Certificate of State Treasurer printed on the Bonds, and attested by a facsimile of his official seal. If any officer of the City or of the State whose signature appears on the Bonds is no longer such officer on or before the actual delivery of the Bonds, their signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in office until delivery of the Bonds.

No bond shall be valid or obligatory for any purpose until the Certificate of Authentication on the bond is properly executed by the Bond Registrar, and such executed certificate on any Bond shall be conclusive evidence that it has been authenticated and delivered under this Resolution. The Bond Registrar's Certificate of Authentication on any Bond is properly executed by the Bond Registrar when manually signed by an authorized officer or signatory of the Bond Registrar. It is not necessary that the same officer or signatory of the Bond Registrar manually sign the Certificate of Authentication on all Bonds issued under this Resolution.

SECTION 8. Bonds Not Presented for Payment. If a Bond is not presented for payment when the principal is due at maturity and if funds sufficient to pay such Bond have been made available to the Paying Agent, then all liability of the City to the Owner thereof for the payment of such Bond shall cease and be completely discharged, and it shall be the duty of the Paying Agent to hold such funds, without liability for interest, for the benefit of the Owner of such Bond, who shall be restricted exclusively to such funds for any claim of whatever nature on his part under this Bond Resolution or on, or with respect to, said Bond. If a Bond is not presented for payment within four (4) years following the date when such Bond becomes due at maturity, the Paying Agent shall repay to the City the funds therefore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the City, and the Owner thereof shall be entitled to look only to the City for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and City shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

SECTION 9. Payment of Costs. The City shall pay out of the proceeds of the Bonds all costs incurred in connection with the issuance, transfer, exchange, registration, redemption and payment of the bonds except (a) the reasonable fees and expenses of replacing a Bond or Bonds which have been mutilated, stolen, lost or destroyed, or (b) any tax or other governmental charge imposed in relation to the transfer, exchange, registration, redemption or payment of the Bonds.

SECTION 10. Form of Bonds. The Bonds issued under this Resolution shall be evidenced by printed certificates in the form required by the laws of the State of Kansas, and shall contain recitals as required by the Constitution and Laws of the State of Kansas, including a recital that the Bonds are issued in the manner prescribed by the Bond Act, and pursuant to the authority of the Project Act, for the purpose of paying the costs of acquiring, constructing and installing the Project in the City.

The governing body authorizes and directs Triplett, Woolf & Garretson, LLC, the City's Bond Counsel, to prepare the form and text of the certificates for the Bonds, and to cause the same to be printed as the definitive bond certificates for the Bonds.

SECTION 11. Creation and Ratification of Accounts. Simultaneously with the issuance and delivery of the Bonds, the following accounts for the Bonds are created within the Treasury of the City:

- (A) General Obligation Bonds, Series A, 2016 Principal and Interest Account (the "Series A, 2016 Principal and Interest Account"), which may be a subaccount of the City's Bond and Interest Fund; and
- (B) General Obligation Bonds, Series A, 2016 Project Fund (the "Project Fund").

SECTION 12. Sale and Delivery of Bonds; Disposition of Bond Proceeds. The Mayor and City Clerk are authorized and directed to prepare and execute the Bonds in the form and manner specified in this Resolution, including a reasonable inventory quantity of bond

certificates for transfer, exchange and replacement in accordance with the provisions of this Resolution; and when executed the Bonds shall be registered in the Office of the City Clerk and in the Office of the State Treasurer, as required by law and as provided herein. The Bonds were sold at public sale as provided by law and shall be delivered to [Original Purchaser, City, State], through the clearing facilities of DTC, upon receipt by the City of the full purchase price of the Bonds, as shown on the City's Receipt for Purchase Price.

The proceeds from the sale of the Bonds shall be deposited into the Treasury of the City for the credit of and shall be applied, together with other monies of the City, as follows:

(A) The amount of the proceeds representing accrued interest on the Bonds, if any, shall be deposited in the Series A, 2016 Principal and Interest Account.

(B) \$_____ of the proceeds shall be immediately credited to and deposited in the Project Fund for the direct payment or reimbursement to the City of the expenses associated with the Project, including redemption and payment of interim financing, administrative costs and expenses of the Bonds, costs of issuance of the Bonds, and other interim financing costs, if any.

SECTION 13. Application of Money in Accounts; Investments. *Series A, 2016 Principal and Interest Account.* The Series A, 2016 Principal and Interest Account shall be administered and maintained for the purpose of depositing moneys from the sale and delivery of the Bonds which represent accrued interest and premium, if any, and for the deposit of funds to be applied to the subsequent payment and retirement of the Bonds, whether on an Interest Payment Date, Principal Payment Date or upon a redemption date prior to maturity, and for no other purpose. Accrued interest on the Bonds, if any, deposited in the Series A, 2016 Principal and Interest Account shall be applied to payment of the first maturing interest on the Bonds, and any premium paid on the Bonds and so deposited will be used toward the payment of the first maturing principal on the Bonds; and

Project Fund. The Project Fund shall be administered and maintained for the purpose of depositing moneys received in connection with the issuance, sale and delivery of the Bonds for the purpose of paying the costs associated with purchasing, acquiring, constructing and installing the Project, including the costs of retiring and redeeming any interim financing for the Project, and costs of issuance associated with the Bonds. Amounts remaining in the Project Fund after payment of these costs may be used together with the Series A, 2015 Principal and Interest Account for payment and retirement of the Bonds.

SECTION 14. Resolution Constitutes Contract; Remedies of Owners. The provisions of this Resolution, and all of its covenants and agreements, shall constitute a contract between the City and the Owners, and the Owners of not less than ten percent (10%) of the Bonds at the time Outstanding shall have the right, for the equal benefit and protection of all Owners similarly situated:

(A) By mandamus or other suit, action or proceeding at law or in equity to enforce his or their rights against the City and its officers, agents and employees, and to require and compel

the City and its officers, agents and employees to perform all duties and obligations required by the provisions of this Resolution, the Bond Ordinance, or by the Constitution and laws of the State of Kansas;

(B) By suit, action or other proceeding in equity or at law to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and

(C) By suit, action or other proceeding in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Owners.

SECTION 15. Limitation on Actions by Owners; Remedies Cumulative; Delay or Omission Not Waiver. No one or more of the Owners secured by this Resolution and the Bond Ordinance shall have any right in any manner whatsoever by his or their action to affect, disturb or prejudice the security granted and provided for Owners herein, or to enforce any right hereunder, except in the manner here specified, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all of the Owners. Nothing in this Resolution or in the Bonds shall affect or impair the obligations of the City to pay at the date of maturity thereof or on any prepayment date established therefor, the principal of and the interest on the Bonds to the respective Owners thereof or affect or impair the right of action of any Owners to enforce payment of the Bonds held by them, or to reduce to judgment their claim against the City for the payment of the principal amount of and the interest on the Bonds without reference to or consent of any other Owners. No remedy herein conferred upon the Owners is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute, and may be exercised without regard to any other remedy however given. No delay or omission of any Owners to exercise any right or power accruing upon any default occurring and continuing as aforesaid shall impair any such right or power or be construed as an acquiescence in default, and every right, power and remedy given by this Resolution to the Owners, respectively, may be exercised from time to time and as often as may be deemed expedient. In case any proceeding taken by any Owners on account of any default shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Owners, then in every such case the City and the Owners shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as though no such proceedings had been taken.

SECTION 16 Amendments. The City may, without the consent of the Owners, amend or supplement the provisions of this Resolution (i) to cure any ambiguity herein or to correct or supplement any provision herein which may be inconsistent with any other provision or to correct errors, provided such action must have a material adverse effect on the interest of the Owners, or (ii) to grant or confer upon the Owners any additional rights, remedies, powers or security, or (iii) to more precisely identify the Project, or (iv) to conform this Resolution to the Code (as hereinafter defined) or future applicable Federal laws concerning tax-exempt obligations. The rights and duties of the City and the Owners and the terms and provisions of this Resolution may be modified or altered in any respect by an ordinance of the City with the consent of the Owners of not less than seventy-five percent (75%) in principal amount of the bonds then outstanding, such consent to be evidenced by an instrument or instruments executed

by the Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the City Clerk; provided that, the following modifications or alternations shall require the written consent of one hundred percent (100%) of the Owners of the then outstanding Bonds:

(A) Extending the maturity of any payment of principal or interest due upon the Bonds, or

(B) Effecting a reduction in the amount which the City is required to pay by way of principal or interest on the Bonds, or

(C) Permitting a preference or priority of any Bond or Bonds over any other Bond or Bonds, or

(D) Reducing the percentage of the principal amount of the then outstanding Bonds for which the written consent of the Owners is required for any modification or alteration of the provisions of this Resolution.

Any and all modifications made as provided above shall not become effective until a copy of the ordinance of the City authorizing the modifications, duly certified and published, and proof of consent to such modification by the required percentage of Owners, is filed with the City Clerk. It shall not be necessary to note on any of the outstanding Bonds any reference to such amendment or modification.

SECTION 17. Defeasance. When the principal of and the interest on the Bonds shall have been paid and discharged, then the requirements contained herein and all other rights granted by this Resolution shall cease and terminate. The Bonds shall be deemed to have been paid and discharged within the meaning of this Resolution if there shall have been deposited with the Paying Agent or with a bank located in the State of Kansas and having full trust powers, at or prior to the maturity or date of redemption, as the case may be, of the Bonds, in trust for and irrevocably appropriated thereto, moneys and/or Government Securities consisting of direct obligations of, or obligations payment of the principal of and interest on which are guaranteed by, the United States of America, which together with the interest to be earned on such Government Securities, will be sufficient for the payment of the principal amount of and the interest on the Bonds, to the date of maturity or redemption, as the case may be, or if default in such payment shall have accrued on such date, then to the date of the tender of such payments; provided that, if such payment and discharge is to be made on a redemption date that notice of such redemption has been duly and properly given as provided by this Resolution and that all of the other terms and provisions of this Resolution relative to the call for and the redemption and payment of the Bonds shall have been satisfied. Any moneys which at any time shall be deposited with the Paying Agent or such Kansas bank by or on behalf of the City, for the purpose of paying and discharging any of the Bonds or interest thereon, shall be and are hereby assigned, transferred and set over to the Paying Agent or such Kansas bank in trust for the respective Owners of the Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All moneys so deposited with the Paying Agent or such Kansas

bank shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Resolution.

SECTION 18. Surrender and Cancellation of Bonds. Whenever any outstanding Bond is delivered to the Bond Registrar after payment of the principal amount of and the interest represented by such Bond or for replacement pursuant to this Resolution, such Bond shall be canceled and destroyed by the Bond Registrar and counterparts of a Certificate of Destruction describing such Bonds so destroyed and evidencing such destruction shall be furnished by the Bond Registrar to the City.

SECTION 19. Tax Covenants. The governing body of the City covenants that so long as any of the Bonds remain outstanding and unpaid, it will not use or permit the use of the proceeds thereof in a manner which, if such use had been reasonably expected on the date of issuance and delivery, would have caused the Bonds to be “arbitrage bonds” within the meaning of Section 103(b)(2) of the Internal Revenue Code of 1986, as amended (the “Code”); and that it will comply with all applicable requirements of Section 148 of the Code and the rules and regulations of the United States Treasury Department relating to the applicable provisions of the Code for so long as any of the Bonds remain outstanding and unpaid. The governing body further covenants to take all such action in its power as may be required from time to time in order to ensure the continued tax-exempt status of the interest on the Bonds, and to comply with all provisions of the Code, as the same be amended, and any applicable rules and regulations of the United States Treasury Department

SECTION 20. Designation as Qualified Tax-Exempt Obligations. In the Bond Ordinance, the governing body of the City has designated the Bonds as “qualified tax-exempt obligations” as defined in Section 265(b) (3) of the Code.

SECTION 21. Other Documents. The Mayor and City Clerk are authorized and directed to prepare and execute any and all supporting documents and certificates required to issue the Bonds, including final certificates required to be included in the official Transcript of Proceedings relating to the authorization and issuance of the Bonds, all without further action by the governing body.

SECTION 22. Further Authority. The City shall, and its officers, agents and employees are authorized and directed to take such actions, expend such moneys and execute such other documents, certificates and instruments as may be necessary or desirable in order to carry out and comply with the provisions of this Resolution and to give effect to the transactions contemplated herein.

SECTION 23. Severability. If any section, paragraph, clause or provision of this Resolution is, for any reason, held invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any remaining provisions of this Resolution.

SECTION 24. Effective Date. This Resolution shall be in force and take effect from and after its adoption and approval.

[Remainder of Page Intentionally Left Blank]

ADOPTED AND APPROVED by the governing body of the City of Garden City, Kansas on August 16, 2016.

CITY OF GARDEN CITY, KANSAS

[Seal]

By _____
Chris Law, Mayor

ATTEST:

By _____
Celyn N. Hurtado, City Clerk



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Steve Cottrell, Assistant to the City Manager
DATE: August 16, 2016
RE: Consideration of a Resolution of Intent to Issue Industrial Revenue Bonds for Ranch House Senior Living, LLC, project.

ISSUE:

The Governing Body is asked to consider and approve a Resolution of Intent to Issue Industrial Revenue Bonds (IRB) for Phase 1 of the Ranch House Senior Living, LLC development, a senior housing complex at 2802 N. Campus Drive.

1. Resolution No. ____-2016, a resolution stating the intent of the Governing Body of the City of Garden City, Kansas, to issue industrial revenue bonds in the approximate principal amount of \$20,000,000 to pay costs of acquiring, constructing and equipping commercial facilities within the City (Ranch House Senior Living, LLC project - phase 1).

BACKGROUND:

On April 5th, the Governing Body approved a master Resolution of Intent, No. 2652-2016, for this development. That resolution was for a phased development with a total estimated cost of \$38,000,000. The Developer is ready to proceed with Phase 1 of the project, with an estimated cost of \$20,000,000.

The Resolution refers to the 60% tax abatement for the project, described in the memorandum prepared by Lona Duvall dated March 31, 2016. Ranch House Senior Living, LLC (the "Company") will be required to make payments in lieu of taxes in the amount of 40% of the taxes that would be due on the project in the absence of the tax exemption. This Resolution does not authorize the tax exemption or approve the Payment in Lieu of Taxes Agreement (PILOT Agreement). Those approvals will occur on a future date after holding the required public hearing on the tax abatement, and after phase 1 of the project is close to completion, but before the bonds are issued. At the request of the Company, the City's bond counsel has prepared a draft of the PILOT Agreement. This has been reviewed by the Company and is presented to you today for your information. No action is required on the PILOT Agreement at this time.

The City's Bond Counsel, Mary Carson, has prepared the attached Resolution of Intent for Governing Body consideration and approval.

ALTERNATIVES:

1. Approve the Resolution of Intent.
2. Defer action until a later date.

RECOMMENDATION:

Staff recommends approval of the Resolution of Intent.

FISCAL NOTE:

There is no cost to the City for this action. The City has no responsibility for repayment of any obligations under the IRB.

ATTACHMENTS:

Description	Upload Date	Type
Memorandum from Lona Duvall	8/5/2016	Backup Material
Resolution of Intent	8/8/2016	Resolution
Pilot Agreement	8/11/2016	Backup Material

MEMORANDUM OF TAX ABATEMENT COMMITTEE

Date: March 31, 2016
To: Boards of Commissioners: Finney County/ City of Garden City
From: Lona DuVall, President of Finney County Economic Development Corporation
Re: IRB/ Tax Abatement Request: Ranch House Senior Living Project

The Tax Abatement Review Committee conducted a meeting on March 29, 2016 to review the tax abatement request submitted on behalf of the Ranch House Senior Living project. The following committee members were present:

City of Garden City

Janet Doll, Mayor
Matt Allen, City Manager

City of Holcomb (no fiscal impact related to abatement)

Finney County

Dave Jones, Commission Chairman
Randy Partington, County Administrator

Garden City Community College

Dr. Herbert Swender, President

USD 457 Garden City

Dr. Steve Karlin

USD 363 Holcomb (no fiscal impact related to abatement)

Finney County Economic Development

Tom Walker, Board Chairman
Lona DuVall, President

Following is a brief summary of the findings of the Cost-Benefit Analysis:

In accordance with the Statement of Policy and Procedures for Tax Exemptions and Incentives for Economic Development (Policy), this project qualifies for 60% abatement.

Following are the estimated taxes abated over the entire ten year period at 60%.

	Present Value of incentives and taxes abated over the next 10 years	Payback period
City of Garden City	\$1,060,727	8 years
Finney County	\$1,174,354	> 10 years
U.S.D. 457	\$ 684,063	> 10 years
Garden City Community College	\$ 606,782	10 years

Committee Member Input

GCCC: Dr. Herbert Swender

- Project is good for the community
- Project will help to alleviate some of the housing pressure by allowing seniors alternative living environments
- Project will work with nursing and culinary training programs at GCCC and GCHS
- Significant value to local and regional economy as a whole

County: Chairman Dave Jones

- Project is good for the community and should alleviate seniors being forced to leave the community for senior living care

City of Garden City: Mayor Doll

- This project is good for the community and meets the some of the needs that we identified through the Senior Living Study of 2013

USD 457: Dr. Steve Karlin

- District wants to be supportive of economic development efforts
- District offered no opposition to doing this tax abatement
- With no board representation present, Dr. Karlin could not offer support of the tax abatement

Majority of the Tax Abatement Review Committee offers recommendation for the abatement at 60%. No decision by this Committee is valid until fully approved by the Board of County Commissioners and/or the Board of City Commissioners following completion of construction and final valuation. The Review Committee wishes to express their appreciation of the improved quality of life for seniors, the investment, the job creation, and the economic activity that is generated as a result of this project.

RESOLUTION NO. ____-2016

OF THE

GOVERNING BODY

OF THE

CITY OF GARDEN CITY, KANSAS

RELATING TO THE INTENT TO ISSUE

\$20,000,000

INDUSTRIAL REVENUE BONDS

(RANCH HOUSE SENIOR LIVING, LLC – PHASE 1)

RESOLUTION NO. ____-2016

A RESOLUTION STATING THE INTENT OF THE GOVERNING BODY OF THE CITY OF GARDEN CITY, KANSAS TO ISSUE INDUSTRIAL REVENUE BONDS IN THE APPROXIMATE PRINCIPAL AMOUNT OF \$20,000,000 TO PAY COSTS OF ACQUIRING, CONSTRUCTING AND EQUIPPING COMMERCIAL FACILITIES WITHIN THE CITY (RANCH HOUSE SENIOR LIVING, LLC PROJECT – PHASE 1).

WHEREAS, the governing body of the City of Garden City, Kansas (the “City”) desires to promote, stimulate and develop the general economic welfare and prosperity of the City, and to further promote, stimulate and develop the general economic welfare and prosperity of the State of Kansas; and

WHEREAS, pursuant to the provisions of K.S.A. 12-1740 to 12-1749d, inclusive, as amended (the “Act”), and all other acts amending or supplementing the Act, the City is authorized to issue revenue bonds of the City to pay costs of certain facilities (as defined in the Act) and to lease such facilities to private persons, firms or corporations; and

WHEREAS, pursuant to Resolution No. 2652-2016 of the City adopted on April 5, 2016 (the “Master Resolution of Intent”), the governing body of the City expressed its intent to issue up to \$38,000,000 principal amount of industrial revenue bonds under the Act to finance costs of the anticipated purchase, acquisition, construction and equipping of a multi-phased senior living facility, including independent living, assisted living, skilled nursing facilities and related residential cottages and office buildings, located at Pioneer Road and Campus Drive in the City (the “Master Project”); to be leased to Ranch House Senior Living, LLC, a Kansas limited liability company (the “Tenant”), and subject to the conditions stated in the Master Resolution of Intent; and

WHEREAS, the Tenant has asked the City to issue its industrial revenue bonds in the aggregate principal amount of approximately \$20,000,000 (the “Bonds”) to finance costs of Phase 1 of the Master Project, consisting of acquiring, constructing and equipping a skilled nursing facility, an assisted living facility, memory care rooms, and related facilities (the “Project”), all pursuant to the Act, and to lease the Project to the Tenant; and

WHEREAS, the City has found it advisable and in the interest and for the welfare of the City and its inhabitants for the City to issue the Bonds under the Act, with the Bonds to be paid solely out of rentals, revenues, and receipts derived from the lease of each Project to the Tenant; and

WHEREAS, the Tenant has asked the City to consider granting an exemption from ad valorem taxes for the Project as authorized and provided in K.S.A. 79-201a *Second* and pursuant to the Finney County, Kansas Tax Abatement Policy, which the City has adopted as the City’s tax abatement policy; and

WHEREAS, the Tenant has indicated its intent to make payments in lieu of taxes upon terms to be mutually agreed to by the City and the Tenant in a Payment in Lieu of Taxes Agreement; and

WHEREAS, the City anticipates its consideration of an ad valorem property tax exemption on the Project will be held by the City later on dates to be determined, according to the applicable publication, notice and hearing requirements of the laws of the State of Kansas.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF GARDEN CITY, KANSAS:

SECTION 1. Approval of Project. The City finds and determines the Project will promote, stimulate and develop the general economic welfare and prosperity of the City and the State of Kansas through the promotion and advancement of physical and mental health and commercial development of the City and the issuance of the Bonds to pay costs of the Project will further the public purposes set forth in the Act.

SECTION 2. Intent to Issue Bonds. The City determines and declares the intent of the City to assist the Tenant in completing the Project through issuance of the Bonds, in one or more series, in an aggregate principal amount of approximately \$20,000,000, for the purposes of purchasing, acquiring, constructing, and equipping the Project, all subject to the limitations, conditions and requirements of the Act, the Master Resolution, and this Resolution.

SECTION 3. Issuance of Bonds; Conditions to Issuance. Subject to the conditions of this Resolution the City will (a) issue its Bonds in one or more series to pay costs of acquiring, constructing, improving and equipping the Project, with the Bonds having maturities, interest rates, redemption terms and other provisions as are determined by an ordinance of the City, (b) provide for the lease (with an option to purchase) of the Project to the Tenant; and (c) adopt such resolutions and ordinances and authorize the execution and delivery of documents and the taking of actions as may be necessary or advisable for authorization and issuance of the Bonds by the City, and (d) take or cause to be taken any other action as is required to implement this Resolution.

The issuance of the Bonds and execution and delivery of any documents relating to the Bonds are subject to: (1) obtaining the passage, approval and publication of an ordinance or ordinances of the City authorizing issuance of the Bonds in one or more series; (2) obtaining any necessary governmental approvals; (3) agreement by the City, the Tenant and the purchaser of the Bonds upon (a) mutually acceptable terms for the Bonds and for the sale and delivery the Bonds, (b) mutually accepted terms and conditions of any documents related to issuance of the Bonds and the Project, including but not limited to a lease agreement and other agreements relating to security for and payment of Bonds the terms of which shall be in compliance with the Act and mutually satisfactory to the City and the Tenant, (c) the repayment to the City for all expenses incurred in connection with the Bonds, and (d) the successful negotiation and sale of the Bonds, which sale shall be the responsibility of the Tenant and not the City; (4) agreement by the City (working with the County as provided in the City's tax abatement policies) and the Tenant on mutually acceptable terms and conditions relating to ad valorem tax exemption and payments in lieu of taxes with respect to the Project; (5) the commitment by Tenant to pay and the payment of all expenses of the City related to issuance of the Bonds and the Project, including all legal

fees and expenses of Bond Counsel relating to the issuance of the Bonds; and (6) compliance with the City's policies and procedures and requirements of the Act relating to industrial revenue bonds and ad valorem tax exemption.

SECTION 4. Sale of Bonds; Authority to Proceed; Tax Exemption. The sale of the Bonds shall be the responsibility of the Tenant but arrangements for the sale of the Bonds are subject to the City's approval. The Tenant is authorized to proceed with acquisition and completion of the Project (provided all other City approvals and permits are obtained) and to advance such funds as are necessary to accomplish such purposes, and to the extent permitted by law, the City will reimburse the Tenant for such expenditures from proceeds of the Bonds, when and if issued. Notwithstanding the authorization in the preceding sentence, the Tenant proceeds at its own risk and if, for any reason, Bonds are not issued, the City will have no liability to the Tenant for any reason. The Act provides the City may only issue the Bonds by adopting an ordinance authorizing the Bonds and providing for the terms and details of the Bonds.

The Act further provides the City may only approve an ad valorem tax exemption after completion of a costs benefit analysis, a public hearing, and issuance of industrial revenue bonds to pay costs of the property that is the subject of the tax exemption. The City has not yet adopted an ordinance, authorized any series of Bonds for the Project or completed all the necessary steps to approve a tax exemption for the property financed by the Bonds. This Resolution evidences the intent of the City to issue Bonds for the Project and to approve a tax exemption for the Project. The City has determined that pursuant to K.S.A. 79-201a *Second*, the Project purchased or constructed with proceeds of the Bonds is eligible for exemption from ad valorem property taxes for ten (10) years commencing the year following the year the Bonds are issued, provided required notices and public hearings are held and application is made for the tax exemption. The City has agreed the Project is eligible for such tax exemption for ten (10) years, beginning in the year after the Bonds are issued, subject to annual payments in lieu of taxes and other terms and conditions of a Payment in Lieu of Taxes Agreement between the City and the Tenant. The authorization of the ad valorem property tax exemption on the Project will be had by the City at appropriate later dates, according to applicable publication, notice and public hearing requirements of the laws of the State of Kansas, and the policies and practices of the City regarding ad valorem tax exemptions and industrial revenue bonds.

SECTION 5. Limited Obligations. The Bonds and the interest payable on the Bonds shall be special and limited obligations of the City, payable solely from the rents, revenues and receipts derived by the City from the lease of each Project to the Tenant or the Tenant's assignee as authorized by this Resolution. The Bonds shall not be a general obligation of the City, the state of Kansas or any political subdivision thereof, shall not constitute a pledge of the full faith and credit of the City, the State of Kansas or any other political subdivision thereof and shall not be payable in any manner from taxation.

SECTION 6. Termination. This Resolution terminates and shall be considered repealed in the event the Tenant fails to issue the Bonds for the Project in the minimum principal amount of \$12,000,000 within 32 months of the effective date of this Resolution

SECTION 7. Further Action. The Mayor, City Clerk, Triplett, Woolf & Garretson, LLC, the City's Bond Counsel, and City staff are authorized and directed to take all such other actions not inconsistent with this Resolution as may be appropriate or desirable to accomplish the purposes contemplated by this Resolution, including but not limited to, (1) execution on behalf of the City of an appropriate notices of proposed issuance of such Bonds with the Kansas State Board of Tax Appeals pursuant to K.S.A. 12-1744a, (2) providing applicable notices of public hearings with respect to the proposed issuance of such Bonds and the tax exemption in accordance with K.S.A. 12-1749c or K.S.A. 12-1749d, (3) preparation of a Payment in Lieu of Taxes Agreement and all other documents necessary to effect the authorization, sale and issuance of the Bonds; and (4) requesting any necessary approvals of issuance of the Bonds as required by the Act or laws of the State of Kansas.

SECTION 8. Effective Date. This Resolution shall become effective upon its approval and adoption by the governing body of the City of Garden City, Kansas.

ADOPTED AND APPROVED by the governing body of the City of Garden City, Kansas on August 16, 2016.

CITY OF GARDEN CITY, KANSAS

[Seal]

By _____
Chris Law, Mayor

ATTEST:

By _____
Celyn N. Hurtado, City Clerk

PAYMENT IN LIEU OF TAX AGREEMENT

RANCH HOUSE SENIOR LIVING, LLC, a Kansas limited liability company (“Company”), and the **CITY OF GARDEN CITY, KANSAS**, a municipal Company (“City”) agree as of _____, 2016 as follows:

WHEREAS, the City is authorized by K.S.A. 12-1740 to 12-1749d, inclusive (the “Act”), to acquire, construct and equip certain facilities for commercial, manufacturing and industrial purposes, to enter into lease agreements with any person, firm or company for such facilities, and to issue revenue bonds for the purpose of financing all or a portion of the costs of such facilities; and

WHEREAS, the Company has agreed to construct a multi-phased senior living facility, including independent living, assisted living, skilled nursing facilities and related facilities, located at Pioneer Road and Campus Drive in the City (the “Master Project”); and

WHEREAS, the Company requested and the City has adopted a Master Resolution of Intent (Resolution No. 2651-2016) stating the City’s intent to issue its Industrial Revenue Bonds, in an aggregate principal amount of \$38,000,000, in separate series representing separate phases of the Project, to finance the separate phases of the Project planned by the Company; and

WHEREAS, the Company has requested, and the City intends (subject to approval by the governing body) to issue its Industrial Revenue Bonds, [Series Designation] (Ranch House Senior Living, LLC, Project), in the aggregate principal amount of \$[Phase 1 Principal] dated [Dated Date] (the “[Series Designation] Bonds”), for the purpose of acquiring, constructing and equipping a skilled nursing facility, an assisted living facility, memory care rooms and related facilities (the “Project”); and

WHEREAS, the Project will be leased by the City to the Company under a Lease Agreement, dated [Dated Date], as amended and supplemented, and dated [Dated Date] (the “Lease”) and

WHEREAS, pursuant to K.S.A. 79-201a *Second*, upon issuance of the Bonds, the Project is exempt from real property taxation for a period of ten (10) calendar years beginning in the calendar year after the Bonds are issued (the “Exemption Period”); and

WHEREAS, in consideration of the Lease, the laws of the State of Kansas and issuance of the Bonds, the Company agrees to make certain payments in lieu of taxes for the Project during the Exemption Period, in the manner and amounts described in this Agreement; and

WHEREAS, to promote economic development, job creation, quality of life and health care for City residents, the City desires to enter into this Agreement with the Company in consideration of

the Company's commitment to make construct and operate the Project in the City, as more fully described this Agreement.

ARTICLE I DEFINITIONS

Section 1.1. Definitions of Words and Terms. In this agreement, unless otherwise indicated, the following words and terms have the following meanings:

“Agreement” means this Payment In Lieu of Taxes Agreement dated as of [Dated Date] between the City and the Company, as it may be amended and supplemented according to its terms.

“Bonds” means the City's Industrial Revenue Bonds, [Series Designation] (Ranch House Senior Living, LLC Project), issued on behalf of the Company, as and if authorized under the Indenture.

“Commencement Date” means the date when the Tax Exemption Incentive begins as provided in the Exemption Act.

“Exemption Act” means K.S.A. 79-201a, *Second* and the Act, as applicable.

“Exemption Period” means the 10 consecutive years beginning in the first calendar year after the calendar year in which the Bonds are issued.

“Indenture” means the Trust Indenture dated as of [Dated Date], between the City and the Trustee named therein, which provides for issuing the Bonds.

“Lease” means that Lease Agreement dated as of [Dated Date] between the City, as lessor and the Company, as lessee, entered into with the issuance of the Bonds.

“PILOT” means payments in lieu of taxes made by the Company under this Agreement.

“Project” means Phase 1 of the project defined in the preamble to this Agreement, as further described in the Lease and Indenture.

“Project Costs” means all costs and expenses (except costs of issuance relating to the Bonds) incurred or paid in connection with the Project.

“Project Site” means the property in Finney County, State of Kansas described on Schedule I to the Lease and Schedule I of the Indenture.

“Tax Exemption Incentive” is defined in Section 2.1 of this Agreement.

“Trustee” means the Trustee named under the Indenture.

ARTICLE II
PROPERTY TAX EXEMPTION INCENTIVE

Section 2.1. Tax Exemption.

(A) In consideration of the Company's constructing, equipping and operating the Project, pursuant to the applicable portions of the Exemption Act, and subject to this Agreement, the City agrees that the Company is entitled to a 60% exemption from ad valorem taxation of real and personal property constituting the Project for the ten taxable years beginning on the Commencement Date (the "Tax Exemption Incentive").

(B) Company agrees to make payments in lieu of ad valorem real and personal property taxes in the amounts required and at the times provided under this Agreement.

Section 2.2. Location. The Project will be located on the Project Site.

Section 2.3. Intent to Remain. In consideration of the incentives provided by this Agreement, the Company, although recognizing that it cannot foresee future changes in ownership and other corporate decisions and economic and competitive factors which could impact Company's decision to maintain a facility on the Project Site beyond the Exemption Period provided for in this Agreement, nevertheless represents to the City that it is the Company's current plan to maintain a significant presence on the Project Site and to operate the Project beyond the real property tax exemption period specified by this Agreement.

Section 2.4. Standards for Tax Exemption Incentive -Calculation of PILOT. The following standards shall be maintained by the Company in each year of the Tax Exemption Incentive, beginning on the Commencement Date, and for the duration of the 10 year exemption period:

(a) The City and Company understand and agree the Tax Exemption Incentive is conditioned on the Company acquiring, constructing and equipping the Project and the expenditure of Project Costs in an amount not less than \$ _____ not later than December 31, ____.

(b) The City and Company understand and agree the Tax Exemption Incentive for the exemption period is further conditioned on the continued operation of the Project. During this period the Company will make a payment in lieu of taxes (PILOT) billed and due as provided in Section 2.5. The amount of PILOT will be an amount equal to the sum of forty (40%) of the amount of general ad valorem real and personal property taxes for the completed Project which would have been due and payable by Company if the Project were taxable, as determined in accordance with Section 2.5 below.

(c) For purposes this Agreement, Company agrees to provide, at such time or times as the City reasonably requests, documentation of the expenditure of Project Costs. Such documentation may be provided through the records of the Trustee, if available.

Section 2.5. Payment in Lieu of Taxes - Amount, Time and Location. In lieu of all general ad valorem real and personal property taxes on the Project exempted by the Exemption Act and only if required under this Agreement, the Company will pay to the Treasurer of Finney County, Kansas, the PILOT determined under Section 2.4(b) and this Section 2.5 of this Agreement. PILOTs shall be billed to the Company by a statement issued by approximately November 20th of each year and shall be paid each year as follows: (i) one hundred percent (100%) on or before December 20th; or, (ii) one-half (1/2) on or before December 20th, and the remainder for such calendar year, without interest, on or before May 20th of the following calendar year, or (iii) as otherwise required by State law governing tax statements and payment thereof.

The amount of a PILOT due under this Agreement will be determined by the Finney County Clerk in the same manner and according to the same statutory procedure as general ad valorem taxes are determined, using the valuations determined by the County Appraiser of Finney County, Kansas (the "Appraiser") under the same laws, rules and procedures for which real and personal property taxes are determined for all taxpayers within the taxing jurisdiction(s).

The Company agrees to make all PILOTs required by this Agreement; provided, the Company reserves the right to make such payment under protest pending its timely appeal of the valuation as determined by the Appraiser. Any such payment made under protest shall be paid to the Finney County Treasurer with an accompanying letter that states the payment was made under protest of the valuation. If after appeal, the valuation is adjusted downward, the Company shall reduce its next PILOT by the amount of any overpayment the Company made earlier. If the next payment is not large enough to fully credit the overpayment, the credit may be carried forward to later payment(s). If, after an appeal, the valuation of the Project is increased, the Company shall pay any additional amount, calculated based on the revised valuation, with its next PILOT made under this Agreement.

Section 2.6. Distribution of Payment. All PILOTs made under this Agreement shall be distributed to all applicable taxing subdivisions in Finney County as provided in K.S.A. 12-1742.

Section 2.7. Reduction of Payment for Actual Taxes Paid. The annual amount to be paid pursuant to paragraph 2.4(b) above shall be reduced, but not below zero, by any actual ad valorem tax payments paid in respect of the property constituting the Project.

Section 2.8. Failure to Make Payment In Lieu of Taxes. If the Company fails to make the payments described above, penalties and/or interest may be assessed against the Company by the Finney County Treasurer according to applicable state laws relating to late tax payments.

Section 2.9. Approval of Exemption. The Tax Exemption Incentive is conditioned on the issuance by the Kansas Board of Tax Appeals of an order exempting the Project from ad valorem

taxation in accordance with Kansas law, including the Exemption Act. The City agrees to take all necessary action to assist the Company in obtaining and maintaining the Tax Exemption Incentive, including any filing required with Finney County, Kansas and the Kansas Board of Tax Appeals; provided, however, the City shall not be liable for any failure by the Kansas Board of Tax Appeals or Finney County, Kansas to effect or approve the exemptions or their continuation as allowed by the Exemption Act. The Company and the City agree that the requirements of the Exemption Act have been fully explained to the Company by the City. The Company acknowledges that it is the responsible party to obtain and maintain the Tax Exemption Incentive and agrees to act in good faith, cooperate with the City, and provide on a timely basis, such documentation as may be reasonably necessary to obtain and maintain the Tax Exemption Incentive granted under the Exemption Act. The Company understands that the exemptions, granted under the Exemption Act, are subject to annual review by the City and the Kansas Board of Tax Appeals for continued compliance with the Exemption Act, that changes in law and actions of the Company may affect the availability of the Tax Exemption Incentive, and that the granting of the Tax Exemption Incentive by the Kansas Board of Tax Appeals for one portion of the Project does not guarantee the continuation of the exemptions or the granting of exemptions for any other portion.

Section 2.10. No Exemption on Special Assessments. The City and the Company acknowledge and agree that the Exemption Act, the Tax Exemption Incentive and this Agreement shall not apply to special assessments.

Section 2.11. Maintenance of Current and Future Tax Exemptions. The Tax Exemption Incentive provided for in this Agreement shall not overlap any future exemptions, if any, nor extend the term of existing exemptions, if any. The parties acknowledge that the Company may seek property tax exemptions for real and personal property, constructed and acquired as part of a future expansion of the Project.

Section 2.12. Assumptions. The Company and the City acknowledge that the provisions of Section 2.4 and Section 2.5 of this Agreement are based on the assumption that the Commencement Date will be _____. If this assumption should materially change, the City and the Company agree to cooperate to revise this Agreement to reflect such changes, utilizing the same standards and methods for calculating payments in lieu of taxes as set forth herein.

Section 2.13. Inspection. The Company agrees that the City and its properly authorized agents shall have the right at reasonable times (during business hours), subject to at least 24 hours advance notice and to the Company's usual business proprietary, safety and security requirements, to enter the Project Site to examine and inspect the Project and the records of the Company which demonstrate compliance with this Agreement.

Section 2.14. General. Company represents that it is a Kansas limited liability company duly organized and existing under the laws of the state of Kansas with lawful power and authority to enter into and perform its obligations under this Agreement, acting by and through its authorized officers.

ARTICLE III SALE AND ASSIGNMENT

Section 3.1. (a) The benefits granted by the City to the Company pursuant to this Agreement shall belong solely to the Company and such benefits shall not be transferred, assigned, pledged or in any other manner hypothecated without the express written consent of the City. The City agrees not to withhold its consent unreasonably.

(b) Notwithstanding provisions of Section 3.1(a), nothing herein shall prohibit (or require City approval to allow) the Company from forming other development or ownership entities (which are Affiliates of the Company as defined in Section 3.1(d)), to replace or joint venture with Ranch House Senior Living, LLC for the purpose of business and/or income tax planning. The Company agrees to provide the City with notice if Company creates such an entity during the term of this Agreement.

(c) Notwithstanding provisions of Section 3.1(a), for purposes of securing financing, the Company may, without the City's consent, assign or pledge its rights under this Agreement, but the Company shall provide the City with notice of such assignment or pledge.

(d) Notwithstanding provisions of Section 3.1(a), the Company may, without the City's consent, assign or pledge its rights under this Agreement to any Affiliate, but Company shall provide the City with notice of any such assignment or pledge. For purpose of this Agreement, an "Affiliate" shall mean any person, entity or group of persons or entities which controls the Company, which the Company controls, or which is under common control with the Company.

ARTICLE IV EVENTS OF DEFAULT; REMEDIES

Section 4.1. Events of Default. The following events shall be an "Event of Default" under this Agreement:

(a) Company abandons, vacates or ceases operations at the Project during the term of this Agreement;

(b) Company does not make a PILOT payment or payments when due or fails to perform any of its obligations hereunder; or

(c) Company breaches any covenant contained herein or any representation of Company is deemed false or erroneous when made.

Section 4.2. Remedies on Default. Upon an Event of Default as specified in Section 4.1, the City shall provide written notice to the Company and the Company shall be given 60 days following the date of such written notice to Company to cure the described default. If the default is not subject to cure within 60 days Company shall initiate action, within the 60 day period, to cure

such default and shall pursue such action diligently to completion within such longer period of time as the City shall agree to in writing. If such default is not cured within such time the provisions of this Agreement relating to the Tax Exemption Incentive for the Project may be terminated by the City upon written notice to the Company (with a copy to the Finney County Clerk). Upon such termination, the applicable PILOT shall be 100% of the taxes owed in the absence of the Tax Exemption Incentive until the Project is returned to the tax rolls.

ARTICLE V MISCELLANEOUS PROVISIONS

Section 5.1. Severability. If for any reasons any provision of this Agreement shall be determined to be invalid or unenforceable, the validity and enforceability of the other provisions shall not be affected.

Section 5.2. Governing Law. This Agreement shall be construed according to and governed by the laws of the State of Kansas.

Section 5.3. Term. The term of this Agreement shall begin on the date the Bonds are issued and delivered and shall terminate on the later of (a) the date when all of the principal of, interest on and premium, if any, on the Bonds and any bonds issued to refund the Bonds shall have been paid in full or provisions made for such payment in accordance with the Indenture and (b) Company shall have exercised its purchase option under the Lease.

Section 5.4. Notice. Any notices required to be given under the terms of this Agreement shall be by first class mail, facsimile, e-mail or overnight delivery to the following addresses:

(1) The Company:

Ranch House Senior Living, LLC
3715 SW 29th Street, Ste. 200
Topeka, Kansas 66614
Attn: Jim Klausman
Jennifer Sourk
Ph: 785-272-1535
Fax: 620-872-7170
Email: jklausman@midwest-health.com
jsourk@midwest-health.com

With a copy to:

Polsinelli PC
6201 College Boulevard, Ste. 500
Overland Park, KS 66211
Attn: Robert Johnson
Ph: 816-340-4359
Fax:816-817-0155
Email: rjohnson@polsinelli.com

(2) The City:

City of Garden City, Kansas
301 W. 8th Street, P.O. Box 499
Garden City, Kansas 67846
Attn: City Manager
Ph: 620-276-1160
Fax: 620-276-1169
Email: Matt.Allen@gardencityks.us

Section 5.5. Force Majeure. Neither the Company nor the City shall be liable for failure of performance under this Agreement that is caused by war, declared or undeclared, fire, flood, interruption of transportation, alien invasion, embargo, accident, explosion, inability to procure or shortage of supply, materials, equipment or production facilities, governmental order, regulations, restrictions, priorities or rationing, or by strike, lock out, or other labor troubles interfering with the supplies of materials, or other cause beyond the control of the parties, including a change in applicable laws governing the subjects of this Agreement. Suspension of performance by reason of this Section shall be limited to the period during which such cause of failure exists.

Section 5.6. Prior Agreements, Amendments. The provisions of this written Agreement shall supercede any prior oral or written agreements between the parties with respect to the Tax Incentive Exemption and shall be read in harmony with the applicable provisions of the Development Agreement among the City and Company, dated June 7, 2016. This agreement may be amended by a written amendment signed by the parties.

Section 5.7. Full Agreement. The preceding constitutes the entire agreement of the parties and no amendment of this Agreement will be effective unless in writing signed by the parties. No waiver of any covenant or agreement of this Agreement shall be effective unless in writing and no waiver shall operate as a wavier of any subsequent breach of the same covenant or agreement or as a waiver of any other covenant or agreement.

[Remainder of Page Intentionally Left Blank]

CITY OF GARDEN CITY, KANSAS

[Seal]

By _____
Chris Law, Mayor

ATTEST:

By _____
Celyn N. Hurtado, City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
)
COUNTY OF FINNEY) ss:

This agreement was acknowledged before me on _____, 2016 by Chris Law, Mayor and Celyn N. Hurtado, City Clerk of the City of Garden City, Kansas.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal the day and year last above written.

Notary Public - State of Kansas

My Appointment Expires:

RANCH HOUSE SENIOR LIVING, LLC

By _____
[Name], [Title]

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF SHAWNEE)

 This agreement was acknowledged before me on _____, ____ by _____,
_____ of Ranch House Senior Living, LLC

 IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal the day
and year last above written.

Notary Public - State of Kansas

My Appointment Expires:



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Steve Cottrell, Assistant to the City Manager
DATE: August 16, 2016
RE: Annexation Request - T P & L Management Solutions

ISSUE:

The Governing Body is asked to consider and approve a request for annexation from T P & L Management Solutions.

1. Ordinance No. _____-2016, an ordinance annexing land to the City of Garden City, Finney County, Kansas, pursuant to K.S.A. 12-520(a)(7).

BACKGROUND:

T P & L has expanded their facility and acquired a 17.06 acre tract on the west side of Farmland Road. The property is contiguous to the City Limits on the west property line. This tract connects T P & L's operations to the west of the former ConAgra plant site, which the City is in the process of acquiring and will be the location of the transload facility.

T P & L's annexation request includes a request that the property be served by City utilities.

ALTERNATIVES:

1. Accept the annexation request from T P & L Management Solutions and adopt the Annexation Ordinance.
2. Defer action until a later date.

RECOMMENDATION:

Staff recommends accepting the annexation request from T P & L Management Solutions and adopting the Annexation Ordinance.

FISCAL NOTE:

There is no cost to the City for this annexation. The City will receive future property tax and utility revenue.

ATTACHMENTS:

Description	Upload Date	Type
Annexation request	8/3/2016	Backup Material
Annexation Ordinance	8/8/2016	Ordinance



Mayor and City Commissioners
City of Garden City
PO Box 998
Garden City KS 67846

Dear Mayor and Commissioners.

This is to request that our property at 505 S. Farmland Road in Section 22, T24S, R32W, as described on the attached, be annexed into the City of Garden City. We further request that all City utilities – water, wastewater, electric and solid waste – provide service to the property.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Jim Orr", is written over a horizontal line.

Jim Orr
T P & L Management Solutions

Transportation Partners and Logistics, LLC.
PO Box 51647 Casper, WY 82605
1551 Three Crowns Dr. Ste. 104 Casper, WY 82604
P (307)337-2672 F (307)337-2673

ORDINANCE NO. _____-2016

**AN ORDINANCE ANNEXING LAND TO THE CITY OF GARDEN CITY,
FINNEY COUNTY, KANSAS, PURSUANT TO K.S.A. 12-520(a)(7).**

WHEREAS, the following described land adjoins the City of Garden City, Kansas, and is generally located in Section 22, Township 24 South, Range 32 West of the 6th P.M., Finney County, Kansas; and

WHEREAS, T P & L Management Solutions, (Owner) is the owner of the following described land; and

WHEREAS, the Owner has requested and consented in writing to annexation of the following described land; and

WHEREAS, the Governing Body of the City of Garden City, Kansas, finds it advisable to annex the following described land.

NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF GARDEN CITY, KANSAS:

SECTION 1. That the following described land is hereby annexed and made a part of the City of Garden City, Finney County, Kansas:

A parcel of land located in Section 22, Township 24 South, Range 32 West of the 6th P.M., Finney County, Kansas, more particularly described as follows:

Beginning at a point 2,490.58 feet North of the Southeast corner of said Section 22; thence North along the East line of said Section a distance of 150 feet to the East Quarter corner of said Section; thence in a Northwesterly direction at an interior angle of 143°08' a distance of 2,204.3 feet, thence South at an interior angle of 36°52' a distance of 995.2 feet; thence in a Southeasterly direction at interior angle of 124°57' a distance of 1,609.81 feet to the point of beginning. Said tract being annexed contains 17.06 acres, more or less.

SECTION 2. This annexation is made pursuant to K.S.A. 12-520(a)(7). No resolution, notice or public hearing is required pursuant to K.S.A. 12-520a(f).

SECTION 3. This ordinance shall be in full force and effect from and after its publication, in the Garden City Telegram, the official city newspaper.

PASSED AND APPROVED by the Governing Body of the City of Garden City, Kansas, this 16th day of August, 2016.

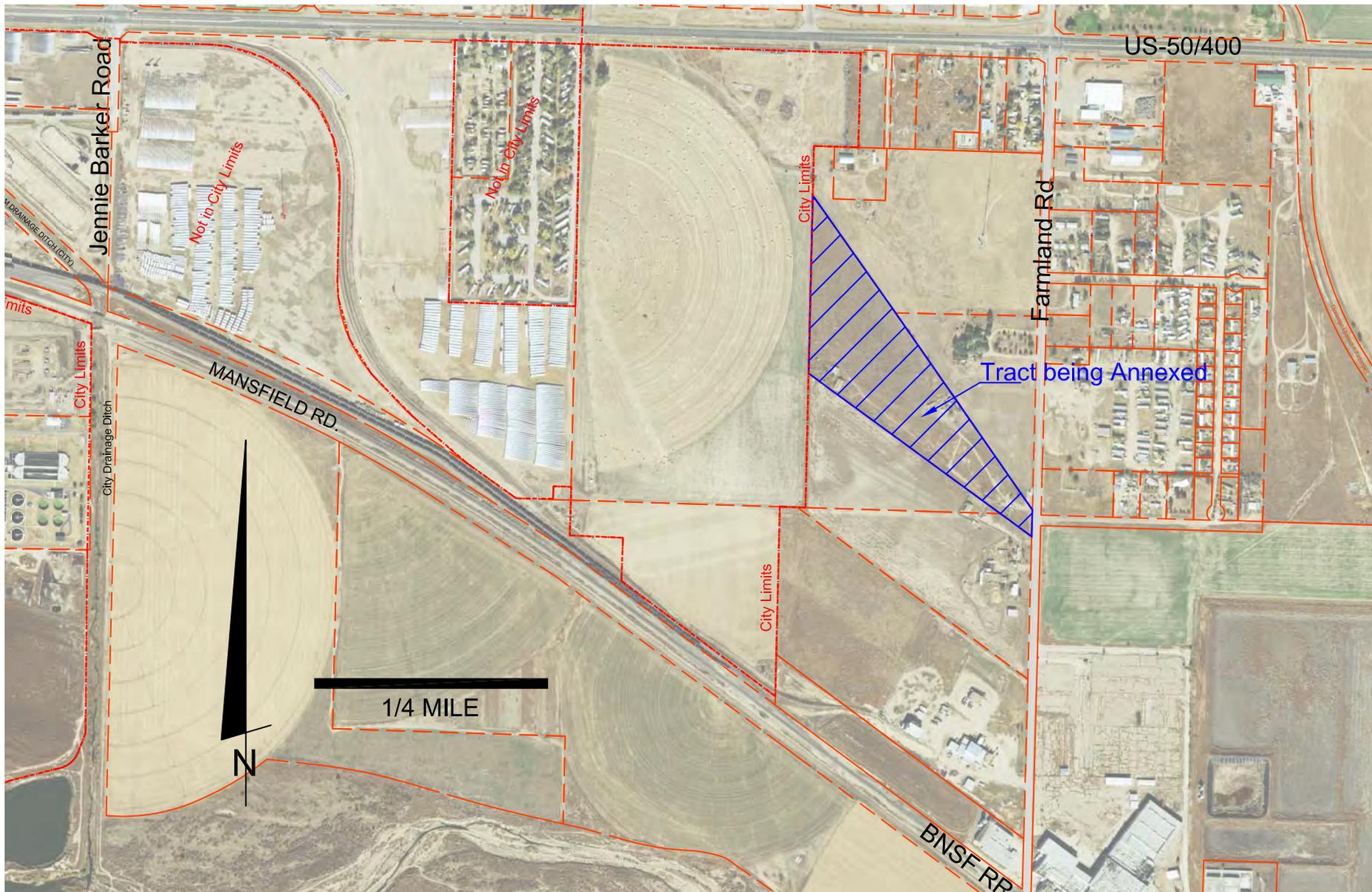
Chris Law, Mayor

ATTEST:

Celyn N. Hurtado, City Clerk

APPROVED AS TO FORM:

Randall D. Grisell, City Counselor





MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Kelly Stevenson, Cemetery Director
DATE: August 16, 2016
RE: Cemetery Ordinances 2016

ISSUE:

The Governing Body is asked to consider and approve cemetery ordinances.

1. Ordinance No. _____-2016, an ordinance establishing regulations for the operation of Cemeteries owned by the City of Garden City, Kansas; amending current Code Sections 30-33, 30-34, 30-38, 30-39, 30-41, 30-43, 30-49, 30-53, 30-76 and 30-80; repealing current Code Sections 30-33, 30-34, 30-38, 30-39, 30-41, 30-43, 30-49, 30-53, 30-76 and 30-80; all to the Code of Ordinances of the City of Garden City, Kansas.
2. Ordinance No. _____ - 2016, an ordinance establishing fees and regulations for a Columbarium at Valley View Cemetery in the City of Garden City, Kansas; creating new Code Sections 30-58 and 30-59; all to the Code of Ordinances of the City of Garden City, Kansas.

BACKGROUND:

Columbarium fees and regulations were discussed with the Governing Body on July 19, 2016. The Governing Body agreed to move forward with the recommended regulations and a fee structure for a 48 niche columbarium of:

Top Row	\$1,000.00
Second Row	\$900.00
Third Row	\$800.00
Bottom Row	\$700.00

Staff and City Attorney Grisell have also made some additional ordinance adjustments to reflect procedural changes. Over the years there have been some changes in procedures concerning the duties of the City Clerk when handling cemetery permits and fees. Those changes were due to customer convenience and more accurate record keeping. Staff and the City Attorney Grisell determined that the current ordinances should reflect those procedural adjustments. In the attachment referencing Sec. 30-33, the words Cemetery Sexton has been inserted where necessary, replacing the words, City Clerk.

ALTERNATIVES:

1. Approve the attached ordinances.
2. Reject the attached ordinances.

3. Ask staff to make changes or additions.

RECOMMENDATION:

Staff recommends Alternative 1.

FISCAL NOTE:

Approving alternative 1 which will add and update existing cemetery ordinances will generate approximately \$81,000 on two 48 niche columbi. The estimated project cost is \$68,400. This provides a balance of \$13,200 in net revenue. The other changes to Sec. 30-33 has no fiscal impact.

ATTACHMENTS:

Description	Upload Date	Type
Cemetery Ordinances 2016	8/9/2016	Ordinance
Columbarium Ordinances 2016	8/9/2016	Ordinance

ORDINANCE NO. _____-2016

AN ORDINANCE ESTABLISHING REGULATIONS FOR THE OPERATION OF CEMETERIES OWNED BY THE CITY OF GARDEN CITY, KANSAS; AMENDING CURRENT CODE SECTIONS 30-33, 30-34, 30-38, 30-39, 30-41, 30-43, 30-49, 30-53, 30-76 AND 30-80; REPEALING CURRENT CODE SECTIONS 30-33, 30-34, 30-38, 30-39, 30-41, 30-43, 30-49, 30-53, 30-76 AND 30-80; ALL TO THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS.

BE IT ORDAINED by the Governing Body of the City of Garden City, Kansas:

SECTION 1. Section 30-33 of the Code of Ordinances of the City of Garden City, Kansas, is hereby amended to read as follows:

Section 30-33. Permits; applications.

All applications for permits as required by this article pertaining to the cemetery shall be made to the cemetery sexton, at the cemetery sexton's office, in such form as shall be required by this article. The cemetery sexton shall issue the proper permit upon the basis of such applications and the payment of the required charges for the services covered by the permit.

SECTION 2. Section 30-34 of the Code of Ordinances of the City of Garden City, Kansas, is hereby amended to read as follows:

Section 30-34. Cemetery records.

The cemetery sexton shall have the custody of the original and official records of the cemetery department, and shall keep all maps and plats of the cemetery and the cemetery register showing the ownership of each lot or fraction thereof, and the record of interments in each grave space of each lot. The cemetery sexton shall collect all fees and charges and other sums due the city and account for the same. The cemetery sexton shall issue all permits in connection with interments, disinterments, buildings and structures and monument work as provided by this article. The cemetery sexton shall keep separate accounts of the cemetery endowment fund, the sale of lots, and all service charges received. All funds coming into the city to be used for the maintenance and operation of the cemetery shall be paid by the cemetery sexton into the general operating fund of the city. The cemetery sexton shall make such reports in connection therewith as may hereafter be required.

SECTION 3. Section 30-38 of the Code of Ordinances of the City of Garden City, Kansas, is hereby amended to read as follows:

Section 30-38. Cemetery work to be done by city employees.

Work in the cemetery will be done by employees of the city under the direction of the cemetery sexton, although the cemetery sexton may give permission to other individuals or businesses to do certain specified work. Such permission must be in writing and the work must be done under the direction and supervision of the cemetery sexton.

SECTION 4. Section 30-39 of the Code of Ordinances of the City of Garden City, Kansas, is hereby amended to read as follows:

Section 30-39. Special services; permits; costs.

If anyone having an interest in any lot or grave space in the cemetery desires to have any special or extraordinary service performed within the cemetery, such person may have the service performed, if it is reasonable and conforms to the rules of the cemetery. Application shall be made to the cemetery sexton for such special service and a permit therefor shall be issued upon the approval of the cemetery sexton. The cost of the special service shall be based upon the actual cost of labor and materials required therefor, plus fifteen percent (15%) of the costs to be added for supervision and administrative costs, and the same shall be paid by the permit holder to the cemetery sexton.

SECTION 5. Section 30-41 of the Code of Ordinances of the City of Garden City, Kansas, is hereby amended to read as follows:

Section 30-41. Placing and depth of graves.

Unless a grave opening permit shall specify otherwise, all graves shall be not less than eighteen inches (18") within the front boundary line of the lot, and not less than four feet eleven inches (4'11") deep for an adult grave. The depth of all other graves shall be determined by the cemetery sexton.

SECTION 6. Section 30-43 of the Code of Ordinances of the City of Garden City, Kansas, is hereby amended to read as follows:

Section 30-43. Grave decorations.

- (a) Artificial or cut flowers in approved permanent monument vases are permitted year-round in Valley View Cemetery and Sunset Memorial Gardens. On graves that have no monument, flowers may be placed in spaces provided for a monument at the head or foot of the grave until a monument is set. At no time shall flowers not in permanent monument vases, solar lights or other decorations be placed on a grave or in the grass area around monuments from April 1st to October 31st. Winter decorations from November 1st to March 31st shall be placed around monuments as to not interfere with equipment in process of digging graves. All winter decorations and artificial flowers placed in the ground will be removed and disposed of by cemetery personnel after March 31st of each year. Memorial Day decorations are permitted one (1) week before and two (2) weeks after Memorial Day. If not removed by owners, cemetery personnel shall be authorized to remove and dispose of all decorations. Persons wanting to leave temporary decorations on a grave for a period not to exceed one (1) week must get prior permission by calling the cemetery sexton's office. Dates to be approved for temporary decorations are the deceased person's birth date, death date anniversary, wedding anniversary, Mother's Day, Father's Day and national or religious holidays.
- (b) Nothing shall be placed on any grave or lot except monuments and markers without the special written permit of the cemetery sexton, except flowers in permanent monument vases, wreaths, flags and other temporary decorations which shall be removed by the cemetery sexton at the cemetery sexton's discretion. All decorations shall be placed within the boundaries of a lot. Any decoration placed outside the boundaries of a lot shall be removed by the cemetery sexton, without notice to the owner or person placing the decoration at the location. The cemetery sexton shall be authorized to use the sexton's discretion to remove and dispose of noncomplying decorations. Unless an agreement has

been made beforehand with the cemetery sexton, no articles mentioned in this section will be returned to the owner or person placing the same. The disposition or sale of personal property accumulated or salvaged by, or coming into the possession of the city shall have the prior approval of the city manager, or cemetery sexton, before such disposition or sale. A report thereof with an accounting of the articles sold and the total sale shall be made by the cemetery sexton.

SECTION 7. Section 30-49 of the Code of Ordinances of the City of Garden City, Kansas, is hereby amended to read as follows:

Section 30-49. Tree and plants.

The planting and care of trees, shrubs and other plants will be done by the cemetery sexton and the city public grounds department, and as may be authorized by the governing body; provided, that the planting of flowers only in addition to that done by the city may be permitted to be done by the owners of lots or by others interested in the beautification of Valley View Cemetery upon obtaining written permission from the cemetery sexton. No plantings of any type or kind are permitted at Sunset Memorial Gardens. If any tree, shrub or other plant within the cemeteries becomes detrimental to adjacent lots, walks or streets or is not in keeping with the general design and the planning of the cemetery, it may be removed at the discretion of the cemetery sexton.

SECTION 8. Section 30-53 of the Code of Ordinances of the City of Garden City, Kansas, is hereby amended to read as follows:

Section 30-53. Construction projects - permits.

No building, wall, monument work, or permanent structure shall be constructed in the cemetery until a permit therefor shall have been obtained from the cemetery sexton or any other city department responsible for issuing building permits. The application for such work shall be made by a member of the family, its authorized agent, or the person doing the work. The application shall describe the work proposed to be done and when the cemetery sexton shall be satisfied that the same can be done in accordance with the rules of the cemetery, the cemetery sexton shall issue a permit for such purpose shall upon payment of the service charges required by the city.

SECTION 9. Section 30-76 of the Code of Ordinances of the City of Garden City, Kansas, is hereby amended to read as follows:

Section 30-76. Grave opening permit; application.

For a grave to be opened or dug, the cemetery sexton shall be notified not less than twenty-four (24) hours before the time of interment. Applications for a grave opening permit shall be made to the cemetery sexton in accordance with the following provisions:

- (1) The application for permit may be made by:
 - a. The owner of the lot or a duly authorized agent or representative;
 - b. By the funeral director or person in charge of the interment; or
 - c. Some other authorized person.

The application shall contain a stipulation that the permit holder agrees to indemnify the city for any expense incurred by it if the burial proves to be unauthorized or on the wrong grave space or the wrong lot.

- (2) The application must give the following information:
 - a. Name of lot owner or owners;
 - b. Legal description of the lot and grave space in which burial is to be made;
 - c. Name of person to be buried;
 - d. Time and date of burial;
 - e. Name of funeral director, if any;
 - f. Size and kind of box or vault; and
 - g. Signature of applicant for permit.
- (3) The cemetery sexton shall, upon the approval of an application and upon receipt of all fees and charges fixed for such permits and the opening of a grave (as may be established) and upon the payment of the full purchase price of a lot or grave space (if the same belongs to the city) at the time of the application, issue a permit giving the above information and permission to dig or open the grave on the lot or grave space described. No permit shall be issued nor permit fees collected by the cemetery sexton, until after the death of the person to be buried.
- (4) No grave shall be opened in any lot or space until the cemetery sexton shall have the permit herein required. Any person requesting a grave opening shall be liable to the city for any charges or fees required for opening any grave or marking any interment when any work or interment preparations shall be commenced without a permit or without the payment of the fees or charges required therefor.
- (5) The cemetery sexton shall keep a record of all interments made in the cemeteries, stating the name of the deceased, date of burial, and the name and address of the funeral director. Such records shall be at all times open to public inspection.

SECTION 10. Section 30-80 of the Code of Ordinances of the City of Garden City, Kansas, is hereby amended to read as follows:

Section 30-80. Sale of lots.

- (a) The price of lots, or portions thereof, shall be as set out in section 42-208(a) and (b). The current schedule of lot prices shall be kept on file by the cemetery sexton and the city clerk. All lots, or portions thereof, shall be sold only for cash and no lots or grave space may be sold on credit or on the installment plan.
- (b) The governing body may waive this rule by a regulation permitting the cemetery sexton on application of the immediate survivors of the person interred to reserve not more than one (1) adjacent grave space per each grave space purchased by same for not to exceed one (1) year upon making a nonrefundable deposit in the amount established in section 42-208(c) for each grave space reserved. The cemetery sexton shall issue a receipt for the deposit stating the terms thereof. The amount thereof shall be credited to the purchase price upon receipt thereof in full. The deposit shall be by the cemetery sexton placed in the general operating fund and the cemetery endowment fund in equal shares; provided however, that any partial payment, sale or contract then in effect shall be completed in accordance with its terms.
- (c) An individual may make a request to the cemetery sexton to hold a grave space or spaces for a period of ten (10) business days, unless a longer period of time is approved by the cemetery sexton. If the grave space or spaces are not purchased within the designated time period, the hold will expire.

SECTION 11. Sections 30-33, 30-34, 30-38, 30-39, 30-41, 30-43, 30-49, 30-53, 30-76 and 30-80 of the Code of Ordinances of the City of Garden City, Kansas, are hereby repealed, to be replaced as specified in this ordinance.

SECTION 12. If any section, clause, sentence, or phrase of this ordinance is found to be unconstitutional or is otherwise held invalid by any court of competent jurisdiction, it shall not affect the validity of any remaining parts of this ordinance.

SECTION 13. This ordinance shall be in full force and effect from and after its publication, in the Garden City Telegram, the official city newspaper.

APPROVED AND PASSED by the Governing Body of the City of Garden City, Kansas, the 16th day of August, 2016.

Chris Law, Mayor

ATTEST:

Celyn N. Hurtado
City Clerk

APPROVED AS TO FORM:

Randall D. Grisell
City Attorney

ORDINANCE NO. _____-2016

AN ORDINANCE ESTABLISHING FEES AND REGULATIONS FOR A COLUMBARIUM AT VALLEY VIEW CEMETERY IN THE CITY OF GARDEN CITY, KANSAS; CREATING NEW CODE SECTIONS 30-58 AND 30-59; ALL TO THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS.

BE IT ORDAINED by the Governing Body of the City of Garden City, Kansas:

Section 1. New Section 30-58 of the Code of Ordinances for the City of Garden City, Kansas, is hereby added, to read as follows:

Section 30-58. Valley View Cemetery Columbarium Fees.

The fees associated with purchase and services related to the columbariums at Valley View Cemetery shall be as established in section 42-211.

Section 2. New Section 30-59 of the Code of Ordinances for the City of Garden City, Kansas, is hereby added, to read as follows:

Section 30-59. Columbarium Regulations.

The following regulations shall be applicable to the columbariums at Valley View Cemetery:

- (1) Decorations shall only be allowed in the vase provided on the vase rail.
- (2) No decorations shall be allowed on or below the vase rail, other than fresh flowers or other decorations at the time of inurnment, for a period of time not exceeding forty-eight (48) hours after the inurnment.
- (3) No decorations shall be allowed on or at the base of the columbarium unit, other than fresh flowers or other decorations at the time of inurnment, for a period of time not exceeding forty-eight (48) hours after the inurnment.
- (4) No decals, engravings, or any other defacing of niche panels or vases.

Section 3. If any section, clause, sentence, or phrase of this ordinance is found to be unconstitutional or is otherwise held invalid by any court of competent jurisdiction, it shall not affect the validity of any remaining parts of this ordinance.

Section 4. This ordinance shall be in full force and effect from and after September 1, 2016, and following its publication, in the Garden City Telegram, the official city newspaper.

APPROVED AND PASSED by the Governing Body of the City of Garden City, Kansas, this 16th day of August, 2016.

Chris Law, Mayor

ATTEST:

Celyn N. Hurtado, City Clerk

APPROVED AS TO FORM:

Randall D. Grisell, City Counselor

Old Business



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Steve Cottrell, Assistant to the City Manager
DATE: August 16, 2016
RE: US-83 Widening & Access Road Project for Meadowlark Dairy Nutrition Plant

ISSUE:

The Governing Body is asked to consider and approve bids received August 10th for the US-83 widening and access road project related to the Meadowlark Dairy Nutrition plant.

BACKGROUND:

The Development Agreement between the City and Meadowlark Dairy Nutrition LLC includes a requirement for the City to construct highway and access road improvements. KDOT Economic Development funding was approved for a maximum of \$1,200,000 for construction costs, with no City match required; any construction cost over the KDOT maximum are the City's responsibility. However, it has been the intention from the inception of this project, that if there were actual construction costs over the KDOT grant a request would be made to the County Commission to draw down the difference from the County Economic Development Incentive Fund, to which both the City and County contribute. Engineering costs for the project were entirely the City's responsibility, and the design costs have been paid.

This project was originally bid July 13th. The sole bid was over the Engineer's Estimate and the available KDOT funding and was rejected. The bid was structured with a base bid, for everything except the pavement, plus the choice between two alternates for paving. One alternate was for all asphalt pavement and the second was asphalt on US-83 and most of the access road, with 144 feet of concrete pavement on the approach to the highway, this is shown on the attached plan.

The project budget was reevaluated in consideration of the area construction climate, and readvertised. 3 bids were received on August 10th and are shown on the attached summary and tabulation. The low base bid and alternate # 1 from Sporer Land Development, Inc, of \$1,350,515.95 is under the engineer's estimate. The low base bid and alternate # 2 from APAC-Kansas, Inc., Shears Division of \$1,418,856.00, is also under the engineer's estimate. Sporer has provided a letter for Governing Body consideration.

ALTERNATIVES:

1. Accept the low base bid and alternate # 1 and award the contract, subject to KDOT concurrence.
2. Accept the low base bid and alternate # 2 and award the contract, subject to KDOT concurrence.
3. Defer action to a later date.

RECOMMENDATION:

Staff recommends alternate # 1 or # 2, subject to KDOT concurrence and authorizing the Mayor and City Clerk to execute the contract when returned by the Contractor.

FISCAL NOTE:

We will use fund 008, Community Trust Reserve, for the monthly construction payments and submit reimbursement requests to KDOT. City costs for inspection, \$168,460.54, are provided in the 2016 budget in line item 001-17-171-6010.06. On Monday, August 15th, the County Commission will consider a request to fund the construction cost over the KDOT grant from the Economic Development Incentive Fund (held by the County but includes contributions from both the City and County). In the alternative, should that not be the case, we could cover the construction over the KDOT grant, \$150,515.95 or \$218,856.00, from the 2016 and 2017 budgets in line item 001-17-171-6010.06.

ATTACHMENTS:

Description	Upload Date	Type
Alternate # 2 plan	8/10/2016	Backup Material
Bid Tabulation	8/11/2016	Backup Material
Sporer letter	8/11/2016	Backup Material

US-83 Widening
Project No. 83-28 KA-4278-01
City of Garden City, Kansas
Bid Opening 8/10/2016 10:00 am

Bid Item	Engineer's Estimate	Sporer Land Development, Inc.	APAC-Kansas, Inc., Shears Div.	Mayan Construction, Inc
Base Bid Total	\$784,247.40	\$778,900.45	\$768,688.35	\$1,573,345.29
Bid Alternate No. 1 Total	\$609,813.00	\$571,615.50	\$582,770.90	\$801,387.40
Base Bid + Bid Alternate No.1 Total	\$1,394,060.40	\$1,350,515.95	\$1,351,459.25	\$2,374,732.69
Bid Alternate No. 2 Total	\$688,953.00	\$661,143.50	\$650,167.65	\$1,097,563.90
Base Bid + Bid Alternate No.2 Total	\$1,473,200.40	\$1,440,043.95	\$1,418,856.00	\$2,670,909.19

US-83 Widening
Project No. 83-28 KA-4278-01
City of Garden City, Kansas
Bid Opening 8/10/2016 10:00 am

No.	Bid Item	Unit	Quantity	Engineer's Estimate		APAC-Kansas, Inc.		Sporer Land Development, Inc.		Mayan Construction, Inc.	
				Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension
Base Bid											
1	Cleaning of Existing Structures	LS	1	\$1,000.00	\$1,000.00	\$100.00	\$100.00	\$100.00	\$100.00	\$35,000.00	\$35,000.00
2	Contractor Construction Staking	LS	1	\$11,400.00	\$11,400.00	\$9,000.00	\$9,000.00	\$10,000.00	\$10,000.00	\$18,500.00	\$18,500.00
3	Field Office and Laboratory (Type A)	EA	1	\$5,300.00	\$5,300.00	\$12,200.00	\$12,200.00	\$3,500.00	\$3,500.00	\$28,400.00	\$28,400.00
4	Mobilization	LS	1	\$120,000.00	\$120,000.00	\$147,100.00	\$147,100.00	\$118,500.00	\$118,500.00	\$25,000.00	\$25,000.00
5	Removal of Existing Structures	LS	1	\$5,000.00	\$5,000.00	\$8,550.00	\$8,550.00	\$5,500.00	\$5,500.00	\$16,500.00	\$16,500.00
6	Clearing and Grubbing	LS	1	\$10,000.00	\$10,000.00	\$11,500.00	\$11,500.00	\$11,500.00	\$11,500.00	\$18,000.00	\$18,000.00
7	Common Excavation	CY	8294	\$8.00	\$66,352.00	\$5.25	\$43,543.50	\$5.25	\$43,543.50	\$30.70	\$254,625.80
8	Common Excavation (Contractor Furnished)	CY	14772	\$12.00	\$177,264.00	\$9.30	\$137,379.60	\$9.30	\$137,379.60	\$28.56	\$421,888.32
9	Rock Excavation	CY	1590	\$15.00	\$23,850.00	\$19.50	\$31,005.00	\$19.50	\$31,005.00	\$59.16	\$94,064.40
10	Compaction of Earthwork (Type AA) (MR-5-5)	CY	2181	\$1.15	\$2,508.15	\$2.50	\$5,452.50	\$2.50	\$5,452.50	\$3.00	\$6,543.00
11	Compaction of Earthwork (Type A) (MR-5-5)	CY	17983	\$0.65	\$11,688.95	\$2.25	\$40,461.75	\$2.25	\$40,461.75	\$6.97	\$125,341.51
12	Water (Grading) (Set Price)	Mgal	1	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00
13	Salvage Topsoil	SY	40410	\$1.50	\$60,615.00	\$1.00	\$40,410.00	\$1.00	\$40,410.00	\$5.00	\$202,050.00
14	24" Cross Road Pipe (RCP)	LF	56	\$70.00	\$3,920.00	\$70.00	\$3,920.00	\$70.00	\$3,920.00	\$63.20	\$3,539.20
15	30" Cross Road Pipe (RCP)	LF	62	\$90.00	\$5,580.00	\$80.00	\$4,960.00	\$80.00	\$4,960.00	\$79.04	\$4,900.48
16	24" End Section (RC)	EA	4	\$700.00	\$2,800.00	\$700.00	\$2,800.00	\$700.00	\$2,800.00	\$450.00	\$1,800.00
17	30" End Section (RC)	EA	2	\$900.00	\$1,800.00	\$800.00	\$1,600.00	\$800.00	\$1,600.00	\$595.00	\$1,190.00
18	Temporary Surfacing Material (Aggregate) (Set Price)	CY	1	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00
19	Temporary Surfacing Material (HMA)(Set Price)	Ton	1	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00
20	Concrete Ditch Lining	SY	26	\$200.00	\$5,200.00	\$190.00	\$4,940.00	\$500.00	\$13,000.00	\$98.00	\$2,548.00
21	Water (Treated Subgrade) (Set Price)	Mgal	1	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00
22	Electrical Lighting System	LS	1	\$60,000.00	\$60,000.00	\$59,000.00	\$59,000.00	\$60,000.00	\$60,000.00	\$42,000.00	\$42,000.00
23	Temporary Fertilizer (15-30-15)	LB	511	\$1.00	\$511.00	\$0.90	\$459.90	\$2.00	\$1,022.00	\$3.00	\$1,533.00
24	Temporary Seed (Canada Wildrye)	LB	154	\$16.00	\$2,464.00	\$14.00	\$2,156.00	\$15.00	\$2,310.00	\$19.50	\$3,003.00
25	Temporary Seed (Grain Oats)	LB	347	\$4.00	\$1,388.00	\$2.50	\$867.50	\$10.00	\$3,470.00	\$13.50	\$4,684.50
26	Temporary Seed (Sterile Wheatgrass)	LB	347	\$7.50	\$2,602.50	\$7.50	\$2,602.50	\$15.00	\$5,205.00	\$17.00	\$5,899.00
27	Soil Erosion Mix	LB	8	\$12.00	\$96.00	\$8.50	\$68.00	\$60.00	\$480.00	\$140.00	\$1,120.00
28	Temporary Berm (Set Price)	LF	1	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
29	Silt Fence	LF	1051	\$4.00	\$4,204.00	\$1.75	\$1,839.25	\$4.00	\$4,204.00	\$10.00	\$10,510.00
30	Biodegradable Log (9")	LF	1985	\$3.10	\$6,153.50	\$3.50	\$6,947.50	\$3.00	\$5,955.00	\$6.00	\$11,910.00
31	Biodegradable Log (12")	LF	1985	\$3.90	\$7,741.50	\$4.10	\$8,138.50	\$3.50	\$6,947.50	\$7.00	\$13,895.00
32	Biodegradable Log (20")	LF	1051	\$10.00	\$10,510.00	\$6.25	\$6,568.75	\$10.00	\$10,510.00	\$15.00	\$15,765.00
33	Sediment Removal (Set Price)	CY	1	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00
34	Erosion Control (Class 1, Type D)	SY	212	\$2.00	\$424.00	\$1.75	\$371.00	\$3.00	\$636.00	\$4.00	\$848.00
35	Erosion Control (Class 2, Type E)	SY	856	\$2.00	\$1,712.00	\$1.95	\$1,669.20	\$3.00	\$2,568.00	\$6.00	\$5,136.00
36	Mulch Tacking Slurry	LB	6930	\$2.00	\$13,860.00	\$0.70	\$4,851.00	\$2.00	\$13,860.00	\$2.75	\$19,057.50
37	Mulching (Temporary)	Ton	15	\$500.00	\$7,500.00	\$265.00	\$3,975.00	\$500.00	\$7,500.00	\$500.00	\$7,500.00
38	Water (Erosion Control) (Set Price)	Mgal	1	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00
39	Fertilizer (15-30-15)	LB	385	\$1.00	\$385.00	\$1.00	\$385.00	\$2.00	\$770.00	\$3.00	\$1,155.00
40	Seed (Big Bluestem Grass Seed) (Kaw)	LB	11	\$15.00	\$165.00	\$16.00	\$176.00	\$30.00	\$330.00	\$50.00	\$550.00
41	Seed (Blue Grama Grass) (Lovington)	LB	2	\$25.00	\$50.00	\$24.00	\$48.00	\$30.00	\$60.00	\$100.00	\$200.00
42	Seed (Buffalo Grass) (Treated)	LB	56	\$20.00	\$1,120.00	\$19.00	\$1,064.00	\$30.00	\$1,680.00	\$50.00	\$2,800.00
43	Seed (Little Bluestem Grass) (Aldous)	LB	11	\$30.00	\$330.00	\$24.00	\$264.00	\$30.00	\$330.00	\$70.00	\$770.00
44	Seed (Sand Bluestem Grass) (Garden County)	LB	28	\$23.00	\$644.00	\$54.00	\$1,512.00	\$40.00	\$1,120.00	\$65.00	\$1,820.00
45	Seed (Sand Dropseed)	LB	8	\$8.00	\$64.00	\$20.00	\$160.00	\$30.00	\$240.00	\$25.00	\$200.00
46	Seed (Side Oats Grama) (El Reno)	LB	49	\$20.00	\$980.00	\$22.00	\$1,078.00	\$30.00	\$1,470.00	\$27.00	\$1,323.00
47	Seed (Sterile Wheatgrass)	LB	77	\$12.00	\$924.00	\$8.00	\$616.00	\$20.00	\$1,540.00	\$20.00	\$1,540.00
48	Seed (Switchgrass) (Blackwell)	LB	5	\$20.00	\$100.00	\$15.00	\$75.00	\$30.00	\$150.00	\$27.00	\$135.00
49	Seed (Western Wheatgrass) (Barton)	LB	35	\$20.00	\$700.00	\$19.00	\$665.00	\$30.00	\$1,050.00	\$40.00	\$1,400.00
50	Seed (Native Wildflower Mix 3)	LB	36	\$130.00	\$4,680.00	\$168.00	\$6,048.00	\$80.00	\$2,880.00	\$110.00	\$3,960.00
51	Mulching (Permanent) (Set Price)	Ton	1	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00
52	Sign (Flat Sheet) (High Performance)	SQFT	36	\$18.00	\$648.00	\$30.00	\$1,080.00	\$30.00	\$1,080.00	\$130.00	\$4,680.00
53	Sign (Reinforced Panel) (High Performance)	SQFT	221	\$20.00	\$4,420.00	\$40.00	\$8,840.00	\$40.00	\$8,840.00	\$33.00	\$7,293.00

US-83 Widening
Project No. 83-28 KA-4278-01
City of Garden City, Kansas
Bid Opening 8/10/2016 10:00 am

No.	Bid Item	Unit	Quantity	Engineer's Estimate		APAC-Kansas, Inc.		Sporer Land Development, Inc.		Mayan Construction, Inc.	
				Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension
54	Sign Post (4" x 6" Wood) (Flat Sheet Sign)	LF	123	\$18.00	\$2,214.00	\$20.00	\$2,460.00	\$20.00	\$2,460.00	\$18.00	\$2,214.00
55	Sign Post (W6x9 Steel Beam)	LF	34	\$45.00	\$1,530.00	\$46.00	\$1,564.00	\$46.00	\$1,564.00	\$25.00	\$850.00
56	Sign Post (W10x22 Steel Beam)	LF	46	\$45.00	\$2,070.00	\$53.00	\$2,438.00	\$53.00	\$2,438.00	\$35.00	\$1,610.00
57	Sign Post Stub With Breakaway Base Plate (W6x9)	EA	2	\$250.00	\$500.00	\$200.00	\$400.00	\$200.00	\$400.00	\$250.00	\$500.00
58	Sign Post Stub With Breakaway Base Plate (W10x22)	EA	2	\$250.00	\$500.00	\$300.00	\$600.00	\$300.00	\$600.00	\$300.00	\$600.00
59	Sign Post Footing (24" Steel Beam Post Concrete)	LF	12	\$250.00	\$3,000.00	\$200.00	\$2,400.00	\$200.00	\$2,400.00	\$150.00	\$1,800.00
60	Sign Post Footing (30" Steel Beam Post Concrete)	LF	22	\$250.00	\$5,500.00	\$250.00	\$5,500.00	\$250.00	\$5,500.00	\$250.00	\$5,500.00
61	Sign Post Footing (18" Wood Post Concrete)	LF	24	\$250.00	\$6,000.00	\$200.00	\$4,800.00	\$200.00	\$4,800.00	\$150.00	\$3,600.00
62	Sign (Remove and Reset)	LS	1	\$5,000.00	\$5,000.00	\$2,665.00	\$2,665.00	\$3,000.00	\$3,000.00	\$2,920.00	\$2,920.00
63	Pavement Marking (Multi-Component) (White) (6")	LF	6499	\$0.75	\$4,874.25	\$0.90	\$5,849.10	\$1.00	\$6,499.00	\$2.50	\$16,247.50
64	Pavement Marking (Multi-Component) (Yellow) (4")	LF	9603	\$0.75	\$7,202.25	\$0.60	\$5,761.80	\$1.00	\$9,603.00	\$1.06	\$10,179.18
65	Pavement Marking (Multi-Component) (Yellow) (12")	LF	167	\$2.50	\$417.50	\$10.00	\$1,670.00	\$10.00	\$1,670.00	\$6.50	\$1,085.50
66	Pavement Marking (Intersection Grade) (White) (24")	LF	114	\$17.00	\$1,938.00	\$25.00	\$2,850.00	\$25.00	\$2,850.00	\$32.10	\$3,659.40
67	Pavement Marking Symbol (Intersection Grade) (White) (Left Turn Arrow)	EA	11	\$250.00	\$2,750.00	\$300.00	\$3,300.00	\$300.00	\$3,300.00	\$375.00	\$4,125.00
68	Pavement Marking Symbol (Intersection Grade) (White) (Right Turn Arrow)	EA	6	\$250.00	\$1,500.00	\$300.00	\$1,800.00	\$300.00	\$1,800.00	\$375.00	\$2,250.00
69	Work Zone Signs (0 to 9.25 Sq.Ft.)	EADA	5460	\$0.20	\$1,092.00	\$0.10	\$546.00	\$0.20	\$1,092.00	\$0.50	\$2,730.00
70	Work Zone Signs (9.26 to 16.25 Sq.Ft.)	EADA	6552	\$0.20	\$1,310.40	\$0.15	\$982.80	\$0.25	\$1,638.00	\$2.00	\$13,104.00
71	Work Zone Barricades (Type 3 - 4 to 12 Lin. Ft.)	EADA	4048	\$0.30	\$1,214.40	\$0.35	\$1,416.80	\$0.50	\$2,024.00	\$1.50	\$6,072.00
72	Channelizer (Portable)	EADA	13104	\$0.15	\$1,965.60	\$0.05	\$655.20	\$0.10	\$1,310.40	\$0.20	\$2,620.80
73	Work Zone Warning Light (Type "A" Low Intensity)	EADA	1104	\$0.30	\$331.20	\$0.50	\$552.00	\$0.50	\$552.00	\$0.75	\$828.00
74	Work Zone Warning Light (Type "B" Low Intensity)	EADA	92	\$0.70	\$64.40	\$5.00	\$460.00	\$5.00	\$460.00	\$0.50	\$46.00
75	Portable Changeable Message Sign	EADA	273	\$30.00	\$8,190.00	\$30.00	\$8,190.00	\$40.00	\$10,920.00	\$46.90	\$12,803.70
76	Pavement Marking (Temp) 4" Solid (Type I)	STAL	220	\$75.00	\$16,500.00	\$100.00	\$22,000.00	\$100.00	\$22,000.00	\$102.00	\$22,440.00
77	Pavement Marking (Temp) 4" Solid (Type II)	STAL	14	\$65.00	\$910.00	\$60.00	\$840.00	\$60.00	\$840.00	\$60.00	\$840.00
78	Pavement Marking Removal	LF	5607	\$0.40	\$2,242.80	\$0.60	\$3,364.20	\$0.60	\$3,364.20	\$1.50	\$8,410.50
79	Traffic Control (Initial Setup)	LS	1	\$55,000.00	\$55,000.00	\$56,500.00	\$56,500.00	\$60,000.00	\$60,000.00	\$15,000.00	\$15,000.00
80	Flagger (Set Price)	Hour	1	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00
81	Fence(Barbed Wire)(Removal & Resetting)	LF	60	\$20.00	\$1,200.00	\$35.00	\$2,100.00	\$90.00	\$5,400.00	\$2.60	\$156.00
Bid Alternate No. 1											
82	HMA - Commercial Grade (Class A)	Ton	5690	\$90.00	\$512,100.00	\$87.85	\$499,866.50	\$87.75	\$499,297.50	\$125.00	\$711,250.00
83	Fly-Ash	Ton	357	\$85.00	\$30,345.00	\$88.00	\$31,416.00	\$88.00	\$31,416.00	\$115.00	\$41,055.00
84	Manipulation for Treated Subgrade (Fly-Ash)	SY	9624	\$7.00	\$67,368.00	\$5.35	\$51,488.40	\$4.25	\$40,902.00	\$5.10	\$49,082.40
Bid Alternate No. 2											
82	HMA - Commercial Grade (Class A)	Ton	4989	\$90.00	\$449,010.00	\$87.00	\$434,043.00	\$88.75	\$442,773.75	\$125.00	\$623,625.00
83	Concrete Pavement (11" Uniform) (AE) (NRDJ)	SY	1173	\$110.00	\$129,030.00	\$104.00	\$121,992.00	\$115.00	\$134,895.00	\$300.00	\$351,900.00
84	Granular Base (4")	SY	1249	\$10.00	\$12,490.00	\$8.50	\$10,616.50	\$8.50	\$10,616.50	\$25.00	\$31,225.00
85	Fly-Ash	Ton	360	\$85.00	\$30,600.00	\$88.00	\$31,680.00	\$88.00	\$31,680.00	\$115.00	\$41,400.00
86	Manipulation for Treated Subgrade (Fly-Ash)	SY	9689	\$7.00	\$67,823.00	\$5.35	\$51,836.15	\$4.25	\$41,178.25	\$5.10	\$49,413.90
Base Bid Total					\$784,247.40		\$768,688.35		\$778,900.45		\$1,573,345.29
Bid Alternate No. 1 Total					\$609,813.00		\$582,770.90		\$571,615.50		\$801,387.40
Base Bid + Bid Alternate No.1 Total					\$1,394,060.40		\$1,351,459.25		\$1,350,515.95		\$2,374,732.69
Bid Alternate No. 2 Total					\$688,953.00		\$650,167.65		\$661,143.50		\$1,097,563.90
Base Bid + Bid Alternate No.2 Total					\$1,473,200.40		\$1,418,856.00		\$1,440,043.95		\$2,670,909.19
Certificate of Nonsegregated Facilities											
Certificate - Noncollusion and History of Debarment											
Tax Clearance Certificate											
Bid Bond											
KDOT Prequalification Documentation											



August 11, 2016

Matt Allen
City Manager
City of Garden City, Kansas
301 N 8th Street
Garden City, SK 67846

RE: US-83 Widening – RE-BID
Project No.: 83-28 KA 4278-01

Dear Mr. Allen:

Yesterday we re-bid the US-83 Widening project located by the new DFA facility. We were the lowest most responsive bidder on an all asphalt alternate and second most responsive bidder on the asphalt/concrete alternate. Originally, when the project bid in July we were the low and only bidder for both alternates. However, our original low pricing was rejected based on the Engineers estimate being lower than ours.

During a conversation with Steve Cottrell after the bid letting yesterday, he indicated that his recommendation to the commission would be the asphalt/concrete alternate, even though our all asphalt alternate pricing is the lowest pricing for the project.

You will notice in the bid tabs that we honored the same pricing yesterday as we did in July for both alternates. There was not one single change to the scope of the project other than an extended schedule for the same amount of physical work. You will also notice that the Engineers estimate increased from the original bid. Unfortunately, our original pricing was publicly published on the City's website, so any other bidders during the re-bid process would have been able to see our original pricing for every bid item. This re-bid process was not competitive in nature for us.

We have completed a multitude of projects throughout the City and the community over the years. Our reputation speaks for itself. This particular award process should be based strongly on bidder fairness and integrity. We recommend that our pricing of all asphalt, be recommended and accepted by the commission.

We look forward to your decision.

A handwritten signature in blue ink, appearing to read "Mark Hubert", with a long horizontal flourish extending to the right.

Mark Hubert
Corporate Secretary

New Business



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Staff
DATE: August 16, 2016
RE: MOU for Legacy Motors incentive in lieu of participation in the Neighborhood Revitalization Program

ISSUE:

The Governing Body is asked to consider and approve a Memorandum of Understanding between the City of Garden City and Legacy Motors, LLC identifying both parties' intention to use a one-time cash payment in lieu of participation in the Neighborhood Revitalization Program for a new car dealership project.

BACKGROUND:

Legacy Motors, LLC is developing a Chrysler Dodge Jeep Ram new car dealership at their existing location (1621 E. Fulton Street). The owners estimate the value of the improvements to be \$2,700,000. If the project costs were adjusted to \$2,500,000 (which could be done without compromising the project), it would be eligible for the Neighborhood Revitalization Program (NRP). That program, in the district covering this location, reimburses a project for 75% of property taxes paid on the newly created value of the property for ten years. At an estimated project cost of \$2,500,000 the revenue stream is projected to be worth \$598,474 over ten years.

The City met with Legacy Motors, LLC and have negotiated an alternative for the City Commission's consideration. The alternative would have the City pay a one-time incentive to the project in lieu of their participation in the NRP of \$450,098. This amount was derived by discounting the estimated cost of the project by 20% and then calculating a net present value of the 10-year revenue stream (6.5%). We have had discussions with other similar development projects within the NRP zones. While this strategy has the City absorbing 100% of the cost of the incentive up front instead of spreading the cost of the NRP incentive over all four taxing entities over 10 years, we feel that (for some projects) this alternative tool is useful when the following circumstances exists:

1. If the project bolsters another revenue stream for the City to the extent the City can afford to preserve the new property tax increment for use by the other entities who have shown a willingness to participate in TIFs and RHIDs (in particular, USD457 and GCCC).
2. If use of a "discounted" up front incentive can help remove a barrier to development that a more valuable incentive over time can't help address.

Both circumstances exist in this project. New car sales are the biggest catalyst for retail sales tax. Gaining additional new car franchises, or strengthening the ones already present, have a direct and

measurable bottom line impact to the City's General Fund.

This project also faces some complicated (expensive) on-site stormwater drainage issues. This is not uncommon when facing redevelopment of infill commercial lots, and particularly along Fulton Street which is low, flat and already faced with a history stormwater management issues throughout the corridor.

With the City and Legacy Motors, LLC both interested in the one-time payment alternative to participation in the NRP, City Attorney Grisell drafted a Memorandum of Understanding for the Commission's consideration. While not a legally binding document, it does provide the opportunity to openly discuss the proposed incentive and have the City Commission indicate (not withstanding the other elements of a Developer's Agreement that still need to be worked out) whether they are supportive of the proposed alternative incentive.

ALTERNATIVES:

1. Approve the Memorandum of Understanding between the City of Garden City and Legacy Motors, LLC.
2. Deny the Memorandum of Understanding between the City of Garden City and Legacy Motors, LLC.

RECOMMENDATION:

Staff recommends approval.

FISCAL NOTE:

The proposed one-time payment of \$450,098 would be paid from the General Fund's Capital Improvement Fund, specifically the Development Incentives line item (001-171-6010.06). The 2017 Budget currently does not have sufficient balance to cover that expense, however, in the process of amending the 2017 Budget during the adoption of a 2018 Budget, there is sufficient unobligated cash balance in Fund 004 and 005 from completed projects which did not require all of the budgeted funds or projects that did not happen and can be re-appropriated.

ATTACHMENTS:

Description	Upload Date	Type
Legacy Motors MOU	8/12/2016	Backup Material
Legacy Motors PILO-NRP calculation	8/12/2016	Backup Material

DRAFT

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (Memorandum) made and entered into this ____ day of August, 2016, by and between City of Garden City, Kansas (City), a municipal corporation, and Dougherty, Inc. d/b/a Legacy Chrysler Dodge Jeep Ram (Developer). City and Developer shall be collectively referred to as the Parties, and each a Party.

RECITALS

A. Developer is interested in constructing a new car dealership (Project) located in Garden City, Finney County, Kansas (Property), which is more particularly depicted on Exhibit A, attached hereto and incorporated herein by reference.

B. City intends to provide certain incentives to the Developer for the Project to facilitate the construction of the Project.

C. The Parties agree that construction of the Project is to their mutual benefit.

D. The Parties agree that certain public assistance or participation is necessary to make the Project financially feasible for Developer to construct.

E. City and Developer have entered into this Memorandum to state their current mutual understanding with respect to the Project, the approval of certain public assistance or participation to facilitate the Project, and other mutual understandings.

NOW, THEREFORE, City and Developer understand as follows:

1. Developer estimates the cost of the Project to be \$2,700,000.
2. The Project is eligible for the Neighborhood Revitalization Program, which provides a 75% rebate of property tax paid on the incremental increase of property tax for a period of ten (10) years.
3. Both parties agree that it is in their interest to not include the Project in the Neighborhood Revitalization Program and, instead, consider a one-time payment by City based on the estimated net present value of a Neighborhood Revitalization Program rebate over ten (10) years, minus twenty percent (20%) (Incentive) in lieu of participation in the program. If the costs of the improvement are less than \$2,700,000 by more than ten percent (10%), the amount of the Incentive will be proportionately reduced.
4. The Incentive from City will help the Project address infrastructure issues related to the Property and area drainage which present a barrier to development at the present time.
5. Both parties acknowledge that the Incentive will be included in a mutually agreeable Development Agreement and the Incentive will be payable upon issuance of a Certificate of Occupancy. The portion of the amount of the Incentive may be applied as credit against expenses the Developer owes the City for utility and infrastructure improvement material or services, and this can be done prior to issuance of a Certificate of Occupancy.
6. Payment of the Incentive is contingent upon approval of the aforementioned Development Agreement.

7. **Miscellaneous.**

7.1. **No Agency/Partnership.** It is not intended by this Memorandum to, and nothing contained in this Memorandum shall, create any partnership, joint venture or any other business relationship between Developer and City.

7.2. **No Obligation to Develop.** Nothing herein shall be construed as creating an obligation on the part of Developer to purchase the Property, to develop the Project, or to open or operate a business of any kind on the Property.

7.3. **Memorandum Non-Binding.** This Memorandum has been executed for the purpose of expressing the intent of the Parties in regard to the Project, and is not intended to create binding obligations upon the Parties. This Memorandum does not commit City or Developer to enter into any further agreements with each other or with respect to the Incentive. The Parties acknowledge that final approval for the Incentive rests with City.

8. **Term of Memorandum.** This Memorandum shall become effective upon its execution by the Parties and shall remain in effect until the earliest of (a) execution of a final Development Agreement between the Parties, or (b) _____, unless mutually extended by the Parties.

IN WITNESS WHEREOF, this Memorandum is executed by City and Developer effective as to the day and year first above written.

CITY OF GARDEN CITY, KANSAS,

DRAFT

By: _____
Chris Law, Mayor

Date

ATTEST:

Celyn N. Hurtado, City Clerk

**DEVELOPER
DOUGHERTY, INC. D/B/A LEGACY
CHRYSLER DODGE JEEP RAM**

DRAFT

By: _____
Jennifer Dougherty, President

Date

NRP year	Base Assessed Value	Proj. cost of improvements	80% of the Projected Assessed Value	Real Estate Value Increment
1	380,150	1,350,000	1,460,150	1,080,000
2	380,150	2,700,000	2,540,150	2,160,000
3	380,150		2,590,953	2,210,803
4	380,150		2,642,772	2,262,622
5	380,150		2,695,628	2,315,478
6	380,150		2,749,540	2,369,390
7	380,150		2,804,531	2,424,381
8	380,150		2,860,621	2,480,471
9	380,150		2,917,834	2,537,684
10	380,150		2,976,191	2,596,041
TOTALS				
NET PRESENT VALUE		6.50%		

Assessed Value Increment (value*.25)	mill rate subject to rebate	value of rebate (75% of increment)
270,000	151	30,578
540,000	153	61,965
552,701	153	63,422
565,656	153	64,909
578,869	153	66,425
592,348	153	67,972
606,095	153	69,549
620,118	153	71,159
634,421	153	72,800
649,010	153	74,474
		643,253
		\$450,098



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Sam Curran, Public Works Director
DATE: August 16, 2016
RE: Purchase Real Estate Property Located at 102 South J.C. Street.

ISSUE:

The Governing Body is asked to consider and approve a real estate purchase contract for property located at 102 South J.C. Street, Lot 6, Block 1, Western Land Addition.

BACKGROUND:

Mr. Michael L. Russell has expressed the desire to sell a parcel of property located at 102 South J.C. Street, Lot 6, Block 1, Western Land Addition, for \$37,500.

When Western Land Addition was platted in July 1996, Lot 6 was intended to be developed with a 100 foot by 300 foot private drainage easement to handle the drainage for this industrial development. Lot 4 of this addition was also platted with a 20 foot private drainage easement on the west side of Lot 4 for the conveyance of drainage from the other lots in the platted area.

J.C. Street was platted and developed for the H.B. Walls Industrial District in 1948. The street drains south to the low area within the road right-of-way, as this area reaches capacity the overflow drains into Lot 6 of the Western Land Addition. We have included the plat for your review.

An alternative solution to purchasing the property would be extending City stormwater main from J.C. Street to Anderson Street with an approximate construction cost of \$250,000 to \$350,000. We have included an aerial photograph for your review.

ALTERNATIVES:

1. Approve the real estate purchase contract with Mr. Russell for the property located at 102 South J.C. Street, Lot 6, Block 1, Western Land Addition, for \$37,500.
2. Deny the real estate purchase contract with Mr. Russell for the purchase of 102 South J.C. Street, Lot 6, Block 1, Western Land Addition.

RECOMMENDATION:

Staff recommends Alternative 1; Approve the real estate purchase contract with Mr. Russell for the property located at 102 South J.C. Street, Lot 6, Block 1, Western Land Addition, for \$37,500.

FISCAL NOTE:

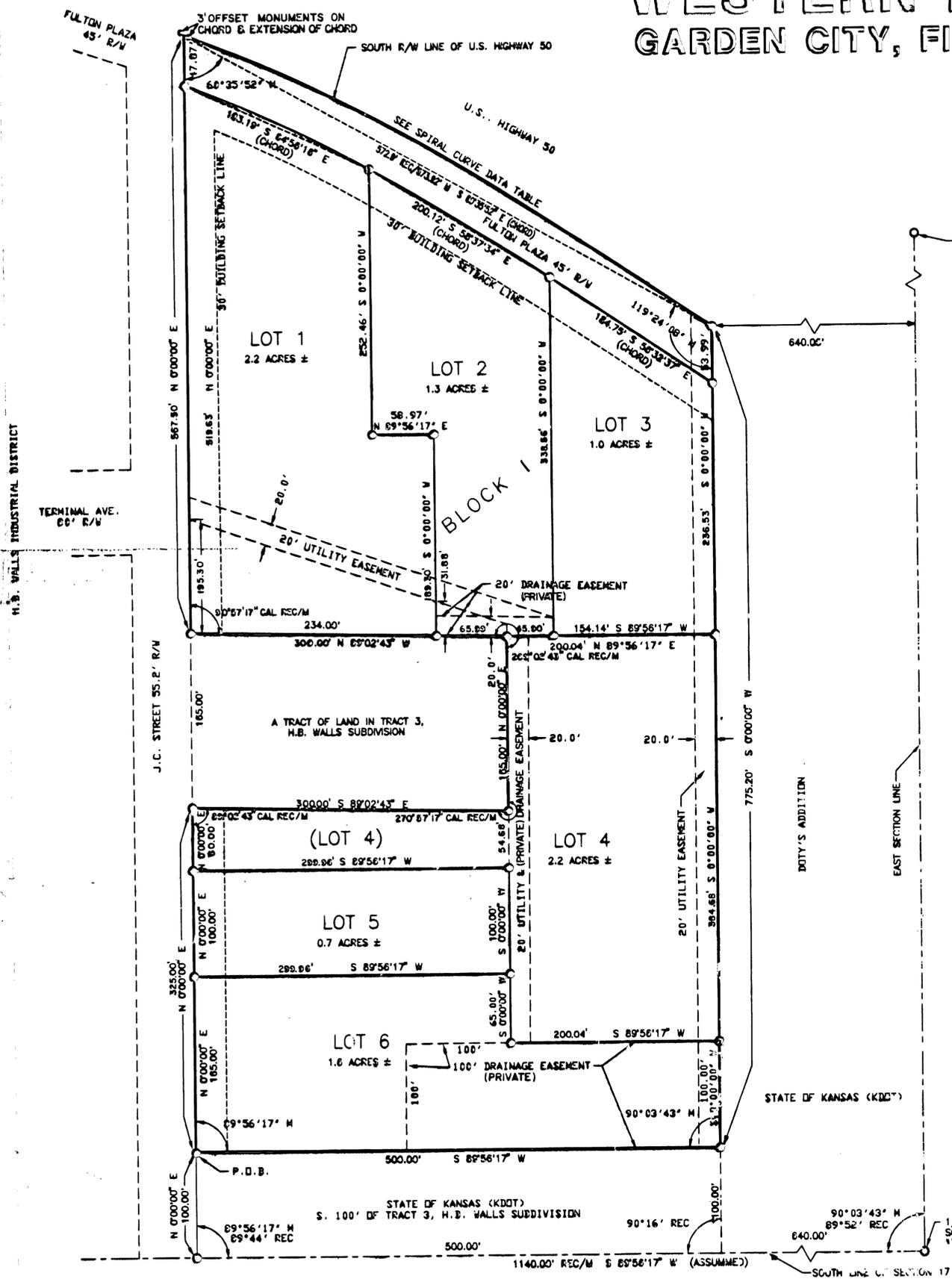
Drainage Utility, Fund cite #079-79-000-5237.21, Amount \$37,500.00.

ATTACHMENTS:

Description	Upload Date	Type
Western Land Addition	7/12/2016	Backup Material
J.C. Street Alternative Solution Map	8/10/2016	Backup Material
102 JC Street Real Estate Purchase Contract	8/10/2016	Backup Material

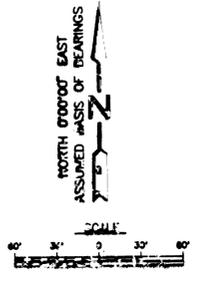
WESTERN LAND ADDITION GARDEN CITY, FINNEY COUNTY, KANSAS

PL-239



HIGHWAY RIGHT-OF-WAY SPIRAL CURVE DATA

A	=	33°15'30"
R	=	1086.28
C	=	500'00"
L	=	500
T	=	590.08
X	=	487.02
Y	=	36.24
Lp	=	334.17
ST	=	167.43
Δ	=	1230'00"
Δ	=	61°30'
P	=	156.57
P	=	10.49



- LEGEND**
- FOUND SECTION CORNER/LOT CORNER
 - ⊙ 1/2" x 24" R-BAR W/CAP "LOT TAYLOR KALS 665"
 - M MEASURED
 - REC REC.#2 MEASUREMENT

OWNERS CERTIFICATE:
STATE OF KANSAS
COUNTY OF FINNEY

The undersigned, being the Proprietor and Owner of the Property Described herein have caused to be laid out and platted, Western Land Addition, to the City of Garden City, Finney County, Kansas. All streets, alleys, and utility easements in said plat are fully set forth and defined upon said plat and are hereby dedicated to public use and purposes set forth. Witness my signature this 5th day of July 1996.

Richard J. Schulte
Richard J. Schulte, Managing Partner
Great Western Land Company

STATE OF KANSAS
COUNTY OF FINNEY

Before me, a Notary Public, with and for said County and State, personally appeared, Richard J. Schulte, to me known to be the identical person who executed the above and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes set forth.

In witness whereof I have hereunto put my hand and seal the day and year last above written.

My Commission expires 7-28-97 *Vandra Russell*
Notary Public

DESCRIPTION AND CERTIFICATION

A portion of Tract 3 of H.B. Walls Subdivision located in the Southeast Quarter of Section 17, Township 24 South, Range 32 West, of the 6th P.M., Garden City, Finney County, Kansas, more particularly as follows:

Commencing at the Southeast corner of the Section 17; thence at an assumed bearing of South 89°56'17" West along the South line of Section 17 a distance of 1140.00 feet; thence North 0°00'00" East a distance of 100.00 feet to the point of beginning; thence continuing North 0°00'00" East a distance of 325.00 feet; thence South 89°02'43" East a distance of 300.00 feet; thence North 0°00'00" East a distance of 165.00 feet; thence North 89°02'43" West a distance of 300.00 feet; thence North 0°00'00" East a distance of 567.50 feet to the South right of way line of U.S. Highway 50; thence Southeast along said right of way line subtended by a chord bearing South 60°35'52" East a distance of 573.82 feet; thence South 0°00'00" West for a distance of 775.20 feet; thence South 89°56'17" West a distance of 500.00 feet to the point of beginning.



TAYLOR & ASSOCIATES
CONSULTING ENGINEERS
209 NORTH 8TH ST.
GARDEN CITY, KS.
(316) 276-2356

Lot F. Taylor, Registered Land Surveyor
96-161

STATE OF KANSAS
COUNTY OF FINNEY

The above and foregoing document known as Western Land Addition, to the City of Garden City, Finney County, Kansas having been submitted to the Governing Body of the City of Garden City, Finney County, Kansas at the regular meeting held on the 25th day of June 1996 and has been examined and considered and the same is hereby approved this 25th day of June 1996.

THE CITY OF GARDEN CITY, KANSAS

<i>Tom Cruz</i> Tom Cruz, Mayor	<i>Bonnie Talley</i> Bonnie Talley, Commissioner
<i>George A. Hopkins</i> George A. Hopkins, Commissioner	<i>Dennis L. Mesa</i> Dennis L. Mesa, Commissioner
<i>Steven K. Frost</i> Steven K. Frost, Commissioner	<i>Karla D. Ghall</i> Karla D. Ghall, City Attorney
<i>Robert W. Mallory</i> Robert W. Mallory, City Manager	<i>Jean E. Salze</i> Jean E. Salze, City Clerk



APPROVAL
STATE OF KANSAS
COUNTY OF FINNEY

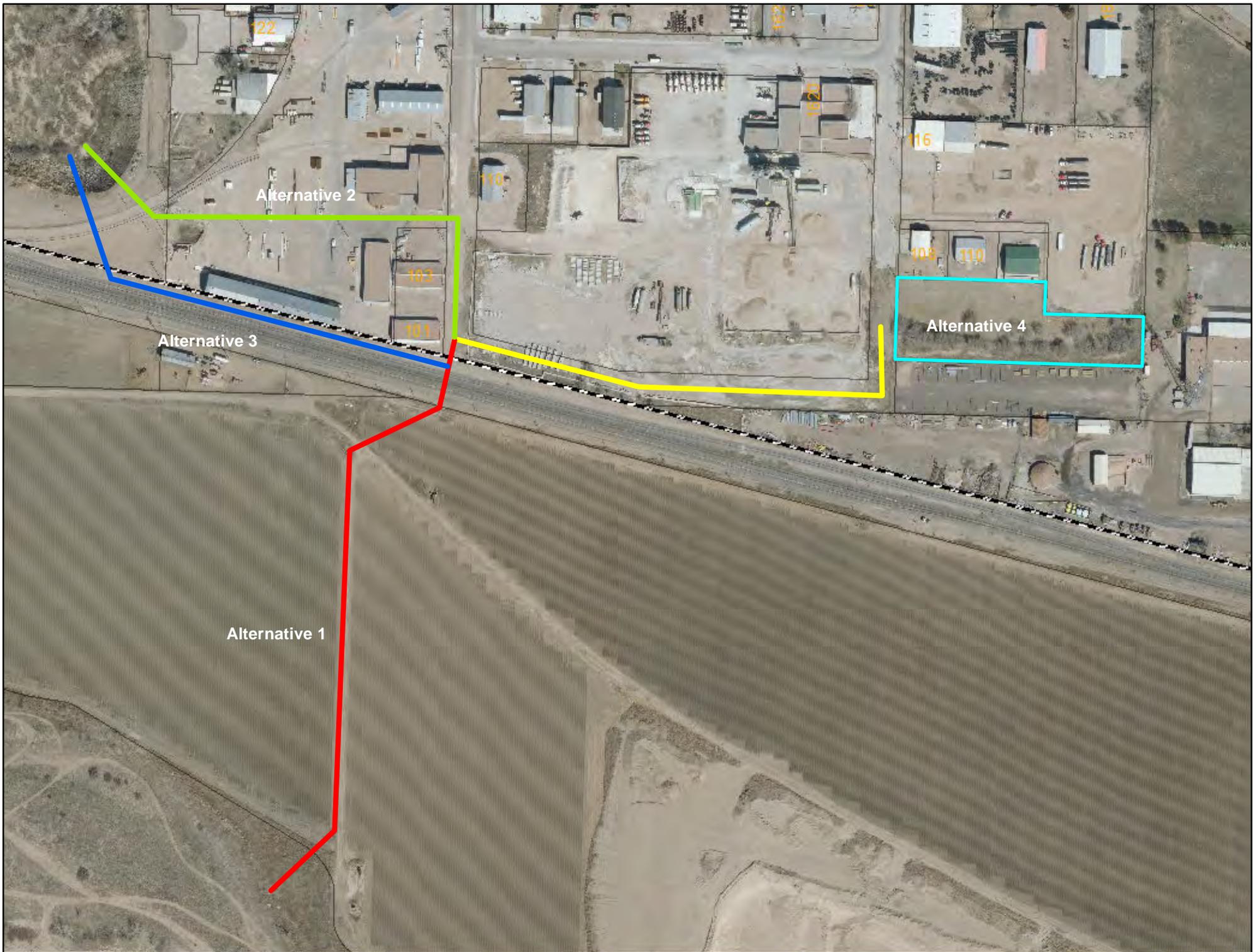
The above and foregoing document known as Western Land Addition, to the City of Garden City, Finney County, Kansas has been reviewed and considered by this Holcomb-Garden City-Finney County Area Planning Commission and the same is hereby recommended to be approved as proposed this 16th day of May 1996.

<i>Darrell Wright</i> Darrell Wright, Chairman	<i>James Neblett</i> James Neblett, Secretary
---------------------------------------------------	--------------------------------------------------

FILING RECORD
STATE OF KANSAS
COUNTY OF FINNEY

This is to certify this instrument was filed for record in the office of the Finney County Register of Deeds on this 2nd day of July 1996 and is duly recorded.
1:15 pm
ENC 362.F
2092
Rita Alsop
Rita Alsop, Register of Deeds

PL-239



Alternative 2

Alternative 3

Alternative 1

Alternative 4

122

152

153

1520

116

110

103

101

108

119



REAL ESTATE PURCHASE CONTRACT (LAND ONLY)



Garden City Board of Realtors

THIS AGREEMENT, made and entered into on this date 7/28/2016 by and between Michael L. Russell, Kyra Russell, hereinafter referred to as "Seller", whether one or more, and City of Garden City, hereinafter referred to as "Buyer", whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient warranty deed the following described real property situated in Finney (County), Ks (State), to-wit: 102 J C Street Lot 6, Block 1 Western Land Addition, Garden City, Finney County, Ks.

2. The Buyer hereby agrees to purchase, and to pay to the Seller, as consideration for the conveyance to Buyer of the above described real property, the sum of (\$ 37,500.00) Thirty-Seven Thousand Five Hundred Dollars in manner following, to-wit \$500.00 Earnest Money with balance to be paid at closing.

3. Personal Property Included: [] Yes, See attached* [X] No

4. Title evidence to be paid by [] Buyer [X] Seller or Owners Policy

TITLE EVIDENCE: The Seller shall cause to be furnished to Buyer, at Seller's option, either an abstract or a title insurance company's "title binder" to issue, after closing, a title insurance policy in an amount equal to the full purchase price naming Buyer as the insured. The title binder shall show marketable title vested in Seller, subject to: Easements, mineral rights and reservations of record, if any, encroachments which would be disclosed by survey, rights-of-way of record, trees, plantings and fences thereon; restrictions and protective covenants of record, provided no forfeiture provisions are contained therein; unmatured special assessments, zoning laws, ordinances and regulations; rights of tenants in possession; the liens, if any, described therein; and those exceptions which are standard in the title company's Form B as specified herein. A copy of the title binder will be furnished to lender, and/or Buyer's attorney as promptly as possible. Personal Property will be transferred with a Bill of Sale.

In the event the land is to be used for new construction, the Builder/Seller may receive Builder discount if any. Buyer | Seller shall pay for any lender's/mortgagee's/Instrument holder's title insurance coverage. The Seller shall be responsible to use due diligence to resolve any title defects at Seller's expense subject to the foregoing exceptions. Should the Seller be unable to furnish marketable title subject to the foregoing exceptions, and should this Contract be terminated due to same, then the Earnest Money shall be refunded promptly to the Buyer and the Seller shall reimburse to the Buyer the cost of Buyer's accrued loan costs, attorney's fees for examining title, and title insurance cancellation fees, and all parties shall be released from any further liability thereunder.

Title to be held: Joint Tenancy []; Tenants in Common []; Other [X] As: to be determined

5. [] APPRAISAL: If the contract price or cost exceeds the reasonable value of the property established by an appraisal, the Buyer shall not incur any penalty by forfeiture of earnest money or otherwise or be obligated to complete the purchase of the property described herein.

Buyer requests title company to: [] leave title binder open [] issue final policy on land [] pass with the land to the Buyer [] remain with the Seller

6. Mineral rights will: [X] none [] pass with the land to the Buyer [] remain with the Seller

7. Crops planted at the time of sale will: [] pass with the land to the Buyer [] remain with the Seller [X] none

8. Water rights will: [] pass with the land to the Buyer [] remain with the Seller [X] none [] See Additional in Paragraph #24

9. There is no leasehold interest or tenant's rights in the subject property except as follows: NA

10. Land currently zoned as I1 I2

11. SURVEY: Buyer will acquire [] will not acquire [] on the property being purchased, regardless of lender's survey requirements.

12. DEED AND DOCUMENTS FOR CLOSING: In the event a title or abstract company prepares a Deed and Affidavit of No Liens and other necessary documents to complete this transaction, the charge for same, in addition to the cost of closing the transaction, shall be shared equally between the Buyer and Seller, but if Lender prohibits Buyer from doing so, Seller shall pay such costs.

Buyer's Initials Date Date

Seller's Initials Date 7-28-16 Date 7-28-16

This contract is for use by Members of the Garden City Board of REALTORS® who are currently paying for the use of Instanet Solutions. Use by any other party is illegal and may subject the user to damages.

13. **EARNEST MONEY:** The Buyer does hereby deposit with First American Title (Company Name), earnest money in the form of check and in the amount of \$ 500.00, as guarantee that the terms and conditions of this Contract shall be fulfilled by the Buyer. Buyer acknowledges that Earnest Money shall be deposited immediately upon acceptance of Contract. Buyer and Seller agree that the Escrow Agent or Listing Broker may retain any interest earned on escrowed funds. **If transfer of funds is necessary to provide Earnest Money, said Earnest Money shall be deposited on _____ (date), or before if Buyer authorizes same, in writing.** Said EARNEST MONEY shall be applied to the purchase price at closing. In the event Buyer shall fail for any reason to fulfill any of Buyer's obligations hereunder, Seller may, at Seller's option, cancel this Contract, and thereupon the said deposit shall become the property of Seller. In the event the Earnest Money is forfeited as hereinabove stated, all expenses of the sale incurred to date by Seller and the broker, but not limited to, title insurance, appraisals, credit reports, and surveys shall be paid for prior to any remaining funds being released to Seller. Pursuant to Kansas Statute 58-3061 (g), the broker can only disburse earnest money 1) pursuant to written authorization of buyer and seller; 2) pursuant to a court order; or 3) when a transaction is closed according to the agreement of the parties.

In the event the Seller is unable to provide merchantable title as herein provided or otherwise defaults, the Earnest Money shall be returned in full to the Buyer.

In addition to forfeiture of Earnest Money to Seller or return of Earnest Money to Buyer, Buyer and Seller shall both have the option of enforcing specific performance of this Contract or any other remedy allowed by law or equity.

Notwithstanding any other terms of this Contract providing for forfeiture or refund of the Earnest Money deposit, the parties understand that applicable Kansas real estate laws prohibit the Broker/Escrow Agent from distributing the Earnest Money deposit, without consent of all parties to this Contract. Buyer and Seller agree that failure by either to respond in writing to a certified letter from broker within seven (7) days of receipt thereof or failure to make written demand for return or forfeiture of any Earnest Money deposit within 30 (days) of notice of cancellation of this agreement shall constitute consent to distribution of the earnest money as suggested in any such certified letter or as demanded by the other party hereto. If a dispute arises over disposition of funds or documents deposited with the Escrow Agent or the Listing Broker, Seller and Buyer agree that any attorney's fees, court costs and/or other legal expenses incurred by the Escrow Agent and any Broker in connection with such dispute shall be reimbursed from the Earnest Money or other funds deposited with the Escrow Agent or Listing Broker.

14. **NEW MORTGAGE:** Applicable when the purchase of this property is contingent upon the Buyer obtaining a \$ _____ (amount) CONV-FIXED, CONV-ADJ, VA, FHA, OTHER FIRST MORTGAGE LOAN at an initial rate not to exceed NA % plus required Private Mortgage Insurance or VA Funding Fee, and for a term of _____ years. Buyer shall apply for said loan within **7 working days** after the Contract is signed by all parties and use every reasonable effort to obtain the above-noted loan. Buyer shall pay for appraisal and credit report fees at loan application. In the event Buyer is unable to obtain such financing on or before _____, the Buyer shall promptly notify the Broker in writing. If the Seller cannot or elects not to assist the Buyer in obtaining the required financing, then the Earnest Money, less accrued expenses, shall be refunded to the Buyer, and this transaction will be null and void.

*There are are not addenda attached to this contract.

15. Tax Deferred Exchange Yes No

16. **PRORATION OF TAXES AND RESERVES:** All taxes and special assessments shall be paid from the proceeds of the sale as herein provided. All ad valorem taxes, the current annual installment of special assessments, rentals, homeowner's association dues, and interest, if any, shall be adjusted and prorated as of closing date, unless otherwise agreed. General taxes shall be prorated for the calendar year on the basis of taxes for the previous year unless the previous year's assessed valuation was based on a lesser improved property, in which case said taxes shall be determined from the assessed valuation and the officially-established mill levy prevailing at closing. Special assessments shall be prorated on the basis of the amount (for the calendar year) ascertainable at the time of closing by the closing agent. The Buyer understands that the Buyer is responsible for payment of all ad valorem taxes and special assessments becoming due after the closing date and that Buyer is assuming all unmatured installments of special assessments. Periodic reappraisal, required by law, may result in a change in taxes.

17. The Seller further agrees to convey the above described premises with all the improvements, if any, located thereon and deliver possession of the same in the same condition as they now are, reasonable wear and tear excepted.

18. **CLOSING AND POSSESSION:** The parties agree that time is of the essence and the parties agree to make final settlement on or before 8/22/2016. Seller agrees to give possession as follows: closing

19. **AGENCY DISCLOSURE:** Seller and Buyer acknowledge that the real estate licensees involved in this transaction may be functioning as agents of the Seller, agents of the Buyer, or transaction brokers. Licensees functioning as an agent of the Seller have a duty to represent the Seller's interest and will not be the agent of the Buyer. **INFORMATION GIVEN BY THE BUYER TO AN AGENT FOR THE SELLER WILL BE DISCLOSED TO THE SELLER.** Licensees functioning as an agent of the Buyer have a duty to represent the Buyer's interest and will not be an agent of the Seller. **INFORMATION GIVEN BY THE SELLER TO AN AGENT FOR THE BUYER WILL BE DISCLOSED TO THE BUYER.** Licensees functioning in the capacity of a transaction broker are not agents for either party and do not advocate the interests of either party. **SELLER AND BUYER ACKNOWLEDGE THAT THE REAL ESTATE BROKERAGE RELATIONSHIPS BROCHURES HAVE BEEN FURNISHED TO THEM.**

Buyer's Initials

_____ Date _____

_____ Date _____

Seller's Initials

MR Date 7-25-16

KR Date 7-25-16

Listing Licensee is functioning as: (check one) Seller's Agent or Designated Seller's Agent (Supervising Broker acts as Transaction Broker) or Transaction Broker, or N/A, Seller(s) is (are) representing themselves

Selling Licensee is functioning as: (check one) Seller's Agent or Buyer's Agent or Designated Seller's Agent (Supervising Broker acts as Transaction Broker) or Designated Buyer's Agent (Supervising Broker acts as Transaction Broker) or Transaction Broker, or N/A, Buyer(s) is (are) representing themselves

20. REPRESENTATIONS AND RECOMMENDATIONS: It is hereby agreed and acknowledged by the parties hereto that unless otherwise stated in paragraph 27 (Additional Terms and Conditions), neither the listing nor selling brokers, or their agents, employees, or associates have made, on their own behalf, any representations or warranties, expressed or implied, with respect to any element to the subject property. Any information furnished to either party through the Multiple Listing Service or in any property condition report should be independently verified by that party before that party relies on such information. Any representations made herein have been made by the listing/selling brokers based on information supplied by sources believed to be reliable, and brokers and their associates have not assumed any responsibility, directly or indirectly, with respect to any representation or warranties which have been made. Since the selling/listing brokers are acting as brokers only, they shall, under no circumstances, be held liable to either the Seller or Buyer for performance or lack of performance of any other terms or conditions of this Contract, or for damages arising out of or relating to the contents of this Contract or the performance or non-performance of either of the parties to this Contract. Buyer and Seller agree that broker and broker's agents do not have any expertise in evaluating the environmental condition of the property described in paragraph 1, and that broker and broker's agents have made no representation concerning environmental condition except as may be noted in paragraph 27 (Additional Terms and Conditions). Buyer or Seller may retain an environmental inspection firm to inspect the property. **Again, it is emphasized that if the parties hereto feel representations have been made, they must set forth specifically and in writing in paragraph 27 (Additional Terms and Conditions) if said understood or implied representations are to be effective or enforceable.**

21. INSPECTIONS: Buyer may, at Buyer's expense, verify the existing zoning is appropriate for Buyer's use, conduct environmental or other inspections within _____ days (14 if left blank), the inspection period, of the effective date of this contract. If Buyer's inspections reveal unacceptable conditions Buyer may cancel this contract and all earnest money shall be returned to Buyer. Or Buyer and Seller may negotiate an acceptable resolution of said conditions. If negotiations are not completed successfully within _____ days (5 if left blank) after Seller's receipt of Buyer's offer to renegotiate, either may cancel this contract with written notice to the other. If Buyer fails to conduct inspections and provide a written report from a qualified third party inspector within the inspection period, Buyer shall have waived any rights provided by this inspection clause.

Seller and Buyer jointly and severally agree to indemnify and hold the listing and selling brokers harmless from any and all claims, actions, damages, liability and expense including, but not limited to attorneys and professional fees incurred in connection with any preventative, remedial or other clean-up action necessary to comply with all applicable federal, state and local environmental laws, rules regulations or ordinances. Seller warrants that to the best of Seller's knowledge and belief after due inquiry, the property complies with and Seller is not in violation of and has not violated an applicable federal, state and local environmental laws, rules, regulations or ordinances.

22. AS IS SALE: Buyer has carefully inspected the property. Subject to any inspections permitted by the terms hereof, and cancellation of this agreement as allowed herein, Buyer agrees to purchase the property in its present condition only, without representations, warranties or guaranties of any kind by Seller or any real estate licensee concerning the condition or value of the property. Buyer understands it has been suggested that inspections be performed, that it is important for Buyer to independently investigate conditions at the property and that neither the Seller nor real estate licensees involved are experts at detecting or advising on conditions existing or repairs needed at the property. Any express warranty or representation by Seller or the real estate licensees is specifically set out herein.

23. BROKERAGE FEES: The party handling the closing of this transaction is hereby authorized and directed to collect and disburse the brokerage fees at closing.

24. NOTICES: Any notice required under the terms of this agreement shall be delivered by facsimile, U.S. Postal Service, private delivery service, e-mail or in person. The address to which the Notice shall be delivered to any party to this contract is the address referenced in this contract, unless a party requests in writing that delivery be to a different address. The Notice shall be deemed to be delivered upon the date of receipt. Delivery to a party's licensee shall be treated as delivery to a party.

25. LIENS: Seller represents and warrants that there are no unpaid (whether recorded or not) chattel mortgages, conditional sales contracts, financing statements, or security agreements affecting any fixture, portion of the premises or item of personal property covered by this Contract. Any existing liens upon the premises which the Seller is required to remove under this Contract may be paid and discharged from the sale proceeds upon settlement date.

Buyer's Initials

_____ Date _____

_____ Date _____

Seller's Initials

MR Date 7-28-16

KR Date 7-28-16

26. **AGREEMENT APPROVAL:** This Contract constitutes the entire agreement Between the parties and supersedes any previously executed contracts, representations, verbal or written, to buy and/or sell the property. Neither this Contract, nor any interest herein, shall be transferred or assigned by Buyer without the prior written consent of Seller.

27. **ADDITIONAL TERMS AND CONDITIONS:**

Buyer and seller agree to split the closing fee to First American Title. Envision Real Estate is the listing agency. This contract is subject to buyer obtaining governing body approval on August 16, 2016 along with seller showing ability to provide clear title.

28. Kansas law requires persons who are convicted of certain crimes, including certain sexually violent crimes, to register with the sheriff of the county in which they reside. If you, as the buyer, desire information regarding those registrants, you may find information on the homepage of the Kansas Bureau of Investigation (KBI) at <http://www.Kansas.gov/kbi> or by contacting the local sheriff's office.

29. **EXPIRATION:** This offer expires at _____, _____.M., on _____ unless accepted by Seller before that time.
(Time) (Date)

This contract has been approved as a form contract by attorneys from the Kansas Association of REALTORS® for use by its members. This is a legally binding contract when the blanks are completed and Seller and Buyer sign the contract. If not understood, the Kansas Association of REALTORS®, the listing and selling brokers recommend both Seller and Buyer seek the advice of an attorney before signing the completed contract. Additionally, the brokers recommend that Buyer retain an attorney to pass upon the marketability of the title to the property and any other legal questions. Buyer and Seller hereby acknowledge receipt of separate expense itemizations estimating approximate costs to be incurred in acquiring or disposing of this Property.

THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE.

BUYER City of Garden City

BUYER

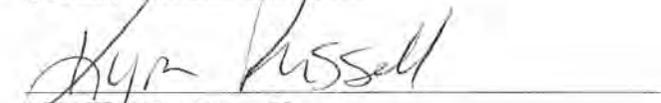
DATE

ADDRESS

CITY, STATE, ZIP

PHONE#/ FAX#/ EMAIL ADDRESS


SELLER Michael L. Russell


SELLER Kyra Russell

DATE

ADDRESS

CITY, STATE, ZIP

PHONE#/ FAX#/ EMAIL ADDRESS

-----FOR OFFICE USE ONLY-----

AGENT Bob Rodriguez
FIRM Envision Real Estate
PHONE 620-805-5001

AGENT Bob Rodriguez
FIRM Envision Real Estate
PHONE 620-805-5095



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Sam Curran, Director of Public Works
DATE: August 16, 2016
RE: Traffic Advisory Board Vacant Position

ISSUE:

The Governing Body is asked to consider and approve an appointment to the Traffic Advisory Board.

BACKGROUND:

The Traffic Advisory Board has one vacancy due to the expiring term of Vicki Germann. Ms. Germann has served one term on the Board and is interested in serving another term. At the current time, the City has not received any applicants for this Board.

ALTERNATIVES:

1. Authorize to reappoint Ms. Germann for another three years
2. Governing Body select a candidate to fill the vacant position
3. Deny the recommended appointment

RECOMMENDATION:

Advisory Board recommends reappointing Ms. Germann for another three years (Alternative 1).

FISCAL NOTE:

None

Consent Agenda



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Allen Shelton, Fire Chief
DATE: August 16, 2016
RE: Pierce 2017 Platform Truck Purchase Contract

ISSUE:

The Governing Body is asked to consider and approve the purchase of one Pierce 2017 Velocity 100-foot platform truck from Pierce Manufacturing through the Fire Rescue Group Purchasing Organization (GPO).

BACKGROUND:

At the July 5 City Commission meeting the Governing Body authorized for staff to proceed with the 2016 General Obligation Bond issuance that included the purchase of the platform truck. The Commission approved Ordinance No. 2727A-2016 authorizing the issuance of the general obligation bonds.

The Governing Body determined it is necessary to purchase the new platform truck for the Central Fire Station, 302 N. 9th Street, because of the continued growth of the community. The acquisition of the platform truck is in addition to the existing trucks located at the Central Fire Station.

The truck is estimated to be delivered in July of 2017.

ALTERNATIVES:

1. Approve the purchase agreement as presented.
2. Deny the purchase agreement.

RECOMMENDATION:

Staff recommends approval of the purchase of the Pierce 2017 Velocity 100-foot platform truck from Pierce Manufacturing through the Fire Rescue Group Purchasing Organization (GPO).

FISCAL NOTE:

The total purchase price for the truck is \$1,203,473.31. This purchase will be funded through the 2016 GO Bond as previously approved by the Commission.

ATTACHMENTS:

Description	Upload Date	Type
Purchase Contract Pierce Platform 2017	7/27/2016	Backup Material



PERFORM. LIKE NO OTHER.

This Purchase Agreement (together with all attachments referenced herein, the "Agreement"), made and entered into by and between Pierce Manufacturing Inc., a Wisconsin corporation ("Pierce"), and City of Garden City, Kansas, a Municipality ("Customer") is effective as of the date specified in Section 3 hereof.

1. Definitions.

- a. **"Product"** means the fire apparatus and any associated equipment manufactured or furnished for the Customer by Pierce pursuant to the Specifications.
- b. **"Specifications"** means the general specifications, technical specifications, training, and testing requirements for the Product contained in the Pierce Proposal for the Product prepared in response to the Customer's request for proposal.
- c. **"Pierce Proposal"** means the proposal provided by Pierce attached as Exhibit C prepared in response to the Customer's request for proposal.
- d. **"Delivery"** means the date Pierce is prepared to make physical possession of the Product available to the Customer.
- e. **"Acceptance"** The Customer shall have fifteen (15) calendar days of Delivery to inspect the Product for substantial conformance with the material Specifications; unless Pierce receives a Notice of Defect within fifteen (15) calendar days of Delivery, the Product will be deemed to be in conformance with the Specifications and accepted by the Customer.

2. Purpose. This Agreement sets forth the terms and conditions of Pierce's sale of the Product to the Customer.

3. Term of Agreement. This Agreement will become effective on the date it is signed and approved by Pierce's authorized representative pursuant to Section 22 hereof ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon the Customer's Acceptance and payment in full of the Purchase Price.

4. Purchase and Payment. The Customer agrees to purchase the Product specified on Exhibit A for the total purchase price of \$1,203,473.31 ("Purchase Price"). Prices are in U.S. funds.

5. Future Changes. Various state or federal regulatory agencies (e.g. NFPA, DOT, EPA) may require changes to the Specifications and/or the Product and in any such event any resulting cost increases incurred to comply therewith will be added to the Purchase Price to be paid by the Customer. In addition, any future drive train upgrades (engine, transmission, axles, etc.), or any other specification changes have not been calculated into our annual increases and will be provided at additional cost. To the extent practicable, Pierce will document and itemize any such price increases for the Customer.

6. Agreement Changes. The Customer may request that Pierce incorporate a change to the Products or the Specifications for the Products by delivering a change order to Pierce; provided, however, that any such change order must be in writing and include a description of the proposed change sufficient to permit Pierce to evaluate the feasibility of such change ("Change Order"). Within [seven (7) business days] of receipt of a Change Order, Pierce will inform the Customer in writing of the feasibility of the Change Order, the earliest possible implementation date for the Change Order, of any increase or decrease in the Purchase Price resulting from such Change Order, and of any effect on production scheduling or Delivery resulting from such Change Order. Pierce shall not be liable to the Customer for any delay in performance or Delivery arising from any such Change Order. A Change Order is only effective when counter-signed by Pierce's authorized representative.

7. Cancellation/Termination. In the event this Agreement is cancelled or terminated by a party before completion, Pierce may charge a cancellation fee. The following charge schedule based on costs incurred may be applied: (a) 10% of the Purchase Price after order is accepted and entered by Pierce; (b) 20% of the Purchase Price after completion of approval drawings, and; (c) 30% of the Purchase Price upon any material requisition. The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Pierce endeavors to mitigate any such costs through the sale of such Product to another purchaser; however Customer shall remain liable for the difference between the Purchase Price and, if applicable, the sale price obtained by Pierce upon sale of the Product to another purchaser, plus any costs incurred by Pierce to conduct any such sale.

8. Delivery, Inspection and Acceptance. (a) Delivery. Delivery of the Product is scheduled to be within 13 months of the Effective Date of this Agreement, F.O.B. Garden City, Kansas. Risk of loss shall pass to Customer upon Delivery. (b) Inspection and Acceptance. Upon Delivery, Customer shall have fifteen (15) days within which to inspect the Product for substantial conformance to the material Specifications, and in the event of substantial non-conformance to the material

Specifications to furnish Pierce with written notice sufficient to permit Pierce to evaluate such non-conformance ("Notice of Defect"). Any Product not in substantial conformance to material Specifications shall be remedied by Pierce within thirty (30) days from the Notice of Defect. In the event Pierce does not receive a Notice of Defect within fifteen (15) days of Delivery, Product will be deemed to be in conformance with Specifications and Accepted by Customer.

9. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

Pierce Manufacturing, Inc.
Director of Order Management
2600 American Drive
Appleton WI 54912
Fax (920) 832-3080

Customer

10. Standard Warranty. Any applicable Pierce warranties are attached hereto as Exhibit B and made a part hereof. Any additional warranties must be expressly approved in writing by Pierce's authorized representative.

a. Disclaimer. OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PIERCE, ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, LICENSORS OR SUPPLIERS, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES, MAKE ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS PROVIDED HEREUNDER OR OTHERWISE REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY, WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, AND THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

b. Exclusions of Incidental and Consequential Damages. In no event shall Pierce be liable for consequential, incidental or punitive damages incurred by Customer or any third party in connection with any matter arising out of or relating to this Agreement, or the breach thereof, regardless of whether such damages arise out of breach of warranty, tort, contract, strict liability, statutory liability, indemnity, whether resulting from non-delivery or from Pierce's own negligence, or otherwise.

11. Insurance. Pierce maintains the following limits of insurance with a carrier(s) rated A- or better by A.M. Best:

Commercial General Liability Insurance:

Products/Completed Operations Aggregate: \$1,000,000
Each Occurrence: \$1,000,000

Umbrella/Excess Liability Insurance:

Aggregate: \$25,000,000
Each Occurrence: \$25,000,000

The Customer may request: (x) Pierce to provide the Customer with a copy of a current Certificate of Insurance with the coverages listed above; (y) to be included as an additional insured for Commercial General Liability (subject to the terms and conditions of the applicable Pierce insurance policy); and (z) all policies to provide a 30 day notice of cancellation to the named insured

13. Force Majeure. Pierce shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Pierce's control which make Pierce's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

14. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) the Customer fails to pay when due any amounts under this Agreement or to perform any of its obligations under this Agreement; (b) Pierce fails to perform any of its obligations under this Agreement; (c) either party becomes insolvent or become subject to a bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement is false in any material respect; (e) the Customer dissolves, merges, consolidates or transfers a substantial portion of its property to another entity; or (f) the Customer is in default or has breached any other contract or agreement with Pierce.

15. Manufacturer's Statement of Origin. It is agreed that the manufacturer's statement of origin ("MSO") for the Product covered by this Agreement shall remain in the possession of Pierce until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, then the MSO for each individual Product shall remain in the possession of Pierce until the Purchase Price for that Product has been paid in full. In case of any default in payment, Pierce may take full possession of the Product, and any payments that have been made shall be applied as payment for the use of the Product up to the date of taking possession.

16. Independent Contractors. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venturer of or with the other.

17. Assignment. Neither party may assign its rights and obligations under this Agreement unless it has obtained the prior written approval of the other party.

18. Governing Law; Jurisdiction. Without regard to any conflict of laws provisions, this Agreement is to be governed by and under the laws of the state of Kansas.

19. Facsimile Signatures. The delivery of signatures to this Agreement by facsimile transmission shall be binding as original signatures.

20. Entire Agreement. This Agreement shall be the exclusive agreement between the parties for the Product. Additional or different terms proposed by the Customer shall not be applicable, unless accepted in writing by Pierce's authorized representative. No change in, modification of, or revision of this Agreement shall be valid unless in writing and signed by Pierce's authorized representative.

21. Conflict. In the event of a conflict between the Customer Specifications and the Pierce Proposal, the Pierce Proposal shall control. In the event there is a conflict between the Pierce Proposal and this Agreement, the Pierce Proposal shall control.

22. Signatures. This Agreement is not effective unless and until it is approved, signed and dated by Pierce Manufacturing, Inc.'s authorized representative.

Accepted and agreed to:

PIERCE MANUFACTURING, INC.

CUSTOMER: City of Garden City, Kansas

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

PURCHASE DETAIL FORM

Pierce Manufacturing, Inc.
Director of Order Management
2600 American Drive
Appleton WI 54912
Fax (920) 832-3080

Date: _____

Customer Name: City of Garden City, Kansas

Quantity	Chassis Type	Body Type	Price per Unit
1	Velocity	100' PAP	\$1,138,942.07
1	Quote 129344	Loose equipment	\$64,531.24
			\$
			\$
			\$

Price includes discounts for interest, chassis and aerial 100% pre-payment.

Warranty Period: Standard Pierce warranties apply as stated in specifications

Training Requirements: Pierce aerial trainer will provide three (3) 8 hour days of training.

Other Matters: 100% performance bond will be provided

This contract is available for inter-local and other municipal corporations to utilize with the option of adding or deleting any Pierce available options, including chassis models. Any addition or deletion may affect the unit price.

Payment Terms: Price above is for 100% pre-payment within 15 days of contract signing.

[NOTE: If deferred payment arrangements are required, the Customer must make such financial arrangements through a financial institution acceptable to Pierce.] All taxes, excises and levies that Pierce may be required to pay or collect by reason of any present or future law or by any governmental authority based upon the sale, purchase, delivery, storage, processing, use, consumption, or transportation of the Product sold by Pierce to the Customer shall be for the account of the Customer and shall be added to the Purchase Price. All delivery prices or prices with freight allowance are based upon prevailing freight rates and, in the event of any increase or decrease in such rates, the prices on all unshipped Product will be increased or decreased accordingly. Delinquent payments shall be subject to a carrying charge of 1.5 percent per month or such lesser amount permitted by law. Pierce will not be required to accept payment other than as set forth in this Agreement. However, to avoid a late charge assessment in the event of a dispute caused by a substantial nonconformance with material Specifications (other than freight), the Customer may withhold up to five percent (5%) of the Purchase Price until such time that Pierce substantially remedies the nonconformance with material Specifications, but no longer than sixty (60) days after Delivery. If the disputed amount is the freight charge, the Customer may withhold only the amount of the freight charge until the dispute is settled, but no longer than sixty (60) days after Delivery. Pierce shall have and retain a purchase money security interest in all goods and products now or hereafter sold to the Customer by Pierce or any of its affiliated companies to secure payment of the Purchase Price for all such goods and products. In the event of nonpayment by the Customer of any debt, obligation or liability now or hereafter incurred or owing by the Customer to Pierce, Pierce shall have and may exercise all rights and remedies of a secured party under Article 9 of the Uniform Commercial Code (UCC) as adopted by the state of Wisconsin.

THIS PURCHASE DETAIL FORM IS EXPRESSLY SUBJECT TO THE PURCHASE AGREEMENT TERMS AND CONDITIONS DATED AS OF _____, 2016 BETWEEN PIERCE MANUFACTURING INC. AND City of Garden City, Kansas WHICH TERMS AND CONDITIONS ARE HEREBY INCORPORATED IN, AND MADE PART OF, THIS PURCHASE DETAIL FORM AS THOUGH EACH PROVISION WERE SEPARATELY SET FORTH HEREIN, EXCEPT TO THE EXTENT OTHERWISE STATED OR SUPPLEMENTED BY PIERCE MANUFACTURING INC. HEREIN.

EXHIBIT B

WARRANTY

STADNARD PIERCE WARRANTIES APPLY AS STATED IN SPECIFICATIONS.

EXHIBIT C

PIERCE PROPOSAL

ONE (1) OR MORE 2017 PIERCE VELOCITY 100' PLATFORM PER PROPOSAL AND PURCHASED THROUGH GPO.



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Jennifer Cunningham, Assistant City Manager
DATE: August 16, 2016
RE: Purchase Agreement for 302 N. 6th Street

ISSUE:

The Governing Body is asked to consider approve the purchase agreement for 302 N. 6th Street.

BACKGROUND:

The Governing Body selected Vivian Fankhauser's offer from those available at the Commission Meeting on August 2, 2016. City Attorney Grisell prepared the corresponding purchase agreement. That purchase agreement was given to Vivian Fankhauser and upon review she has signed the agreement. The agreement is now before the Governing Body.

ALTERNATIVES:

1. Approve the attached purchase agreement.
2. Reject the attached purchase agreement.

RECOMMENDATION:

Staff recommends alternative #1.

FISCAL NOTE:

Vivian Fankhauser will pay the City of Garden City \$162,500 for the property at 302 N. 6th Street. Those funds will go to the Community Trust Account - Fund 8.

ATTACHMENTS:

Description	Upload Date	Type
Purchase Agreement - 302 N. 6th Street	8/10/2016	Backup Material
Warranty Deed - 302 N. 6th Street	8/11/2016	Backup Material

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (Agreement), made and entered the 16th day of August, 2016, by and between CITY OF GARDEN CITY, KANSAS, a municipal corporation (CITY), and Vivian F. Fankhauser, L.L.C., (BUYER).

WITNESSETH:

CITY agrees to sell and convey to BUYER and BUYER agrees to buy and pay for the following described real estate, including all improvements located thereon (Property), upon the following terms and conditions, to wit:

1. **PROPERTY.** The description of the Property is commonly known and numbered as 302 North Sixth Street in the City of Garden City, Finney County, State of Kansas, legally described as follows:

Lot Two (2), except the West 101.6 feet of the North 12 feet and except the East 38.4 feet of the North 19.7 feet, and all of Lot One (1), Block Eleven (11), Original Plat to the City of Garden City, Finney County, Kansas.

2. **PURCHASE PRICE.** The total purchase price of One Hundred Sixty-two Thousand Five Hundred Dollars (\$162,500) (Purchase Price) shall be due and paid by BUYER at closing by wire transfer, certified funds or cashier's check.

3. **CLOSING AND POSSESSION.** This Agreement shall close on or before the 15th day of September, 2016, at First American Title, 417 North Eighth Street, Garden City, Kansas. BUYER shall be entitled to possession of the Property on the date of closing. The date of closing of this transaction may be extended only by consent of both parties to this Agreement.

4. **CLOSING AGENT.** The parties hereby designate and appoint First American Title, 417 North Eighth Street, Garden City, Kansas, as Closing Agent for this Agreement.

- (a) Prior to or at closing, CITY shall execute and deposit with the Closing Agent a Kansas Warranty Deed, conveying merchantable title to and in the name of BUYER, subject only to easements, restrictions, covenants, reservations and rights-of-way of record, if any.
- (b) Upon payment in full by BUYER of the total Purchase Price and upon full performance of each and every term and condition herein required to be performed by BUYER and CITY, the Closing Agent shall and is hereby instructed to release and deliver to BUYER the Kansas Warranty Deed executed by CITY. The Closing Agent shall simultaneously transmit to CITY that portion of the Purchase Price paid by BUYER in cash, less any sums required to be withheld from the Purchase Price.
- (c) The Closing Agent shall record all instruments and deliver all closing instruments to the appropriate parties. Any instruments recorded by the Closing Agent shall be mailed or delivered to the appropriate party promptly upon return to the Closing Agent by the recording agency.
- (d) Any fees paid to the Closing Agent for preparing closing documents and closing the transaction shall be paid one-half (1/2) by CITY and one-half (1/2) by BUYER. The Closing Agent fee shall not include recording fees or mortgage registration costs, which shall be paid by the parties in the manner hereinafter set forth.
- (e) The Closing Agent shall furnish to CITY an IRS approved 1099-S information reporting form on or before January 31 of the year following Closing.

5. **TITLE EVIDENCE.** Within twenty (20) days of the execution of this Agreement, CITY shall obtain and deliver to BUYER a Title Commitment for an owner's title insurance policy in the amount of the Purchase Price, covering title to the Property, showing fee simple title vested in CITY, subject only to any mortgage encumbrances or other liens that are to be satisfied at closing. The title commitment may also reflect mineral reservations, oil and gas leases, utility easements, setbacks, protective and restrictive covenants and rights-of-way or record which do not render the Property unsuitable for use by BUYER. (Permitted Exceptions).

- (a) The title commitment shall be conclusive evidence of CITY's title as therein shown, subject only to the Permitted Exceptions.
- (b) BUYER shall have a period of twenty (20) days to examine the commitment and notify CITY in writing of BUYER's objections, if any, to the marketability of CITY's title. Any exception to title to which BUYER fails to timely object will be deemed a Permitted Exception.
- (c) If BUYER timely makes any objections to the marketability of title, CITY shall correct such defects or have the title insurer commit to insure against loss or damage that may be occasioned by such exceptions.
- (d) If CITY fails to have the exceptions removed or correct any defects, or in the alternative, to obtain the commitment of the title insurance specified above as to such exceptions or defects, BUYER may elect to terminate this Agreement.

6. **FIXTURES/PERSONAL PROPERTY CONVEYED WITH PROPERTY.** The parties agree that all fixtures shall be conveyed to BUYER.

7. **PROPERTY TAXES AND ASSESSMENTS.** All property taxes due for years prior to the year of closing shall be paid by CITY. The property taxes due for the year of closing shall be prorated to the date of closing, based upon the taxes due for the year prior to closing. The Property is not subject to special assessments.

8. **TRANSACTION COSTS.** The transaction costs associated with this transaction shall be paid as follows:

- (a) CITY shall pay for:
 - i. any legal fees incurred by CITY in connection with this transaction;
 - ii. any legal fees and expenses required to provide marketable title;
 - iii. the cost of the owner's title insurance policy; and
 - iv. one-half (1/2) of all fees charged by the Closing Agent.
- (b) BUYER shall pay for:
 - i. any legal fees incurred by BUYER in connection with this transaction;
 - ii. the cost of recording the Kansas Warranty Deed; and
 - iii. one-half (1/2) of all fees charged by the Closing Agent.

9. **DEFAULT.** If any payment due hereunder is not paid, honored or tendered when due, or if any other obligation hereunder is not performed as herein provided, there shall be the following remedies:

(a) IF CITY IS IN DEFAULT

- i. BUYER may elect to treat this Agreement as terminated; or
- ii. BUYER may elect to treat this Agreement as being in full force and effect and BUYER shall have the right to an action for specific performance.

(b) IF BUYER IS IN DEFAULT

- i. CITY may elect to treat this Agreement as terminated; or
- ii. CITY may elect to treat this Agreement as being in full force and effect and CITY shall have the right to an action for specific performance.

10. **EXAMINATION OF PROPERTY/WARRANTIES.** BUYER has carefully examined the Property and warrants that the purchase was negotiated after consideration of any and all possible defects in the Property and takes the Property in an **AS IS** condition. **BOTH BUYER AND CITY ACKNOWLEDGE AND AGREE THAT THERE HAVE NOT BEEN ANY OTHER EXPRESS OR IMPLIED WARRANTIES MADE WITH RESPECT TO THE PROPERTY TO BE CONVEYED TO BUYER HEREUNDER.**

11. **MECHANICAL INSPECTIONS.** Prior to closing, BUYER may obtain, at BUYER's expense, an inspection of the mechanical equipment and systems servicing the Property.

12. **TERMITE INSPECTION.** BUYER may obtain, at BUYER's expense, a current report by a licensed exterminating company reflecting that the Property is free and clear of visible evidence of termite infestation and visible evidence of termite damage.

13. **STRUCTURAL INSPECTIONS.** BUYER may conduct, at BUYER's expense, inspections of all structural aspects of the Property by qualified professionals to determine the existence of any structural defects.

14. **ENVIRONMENTAL OR HEALTH INSPECTIONS.** BUYER may conduct, at BUYER's expense, inspections to determine the presence of any environmental or health hazards affecting the Property.

EVERY BUYER OF RESIDENTIAL REAL PROPERTY IS NOTIFIED THAT THE PROPERTY MAY PRESENT EXPOSURE TO DANGEROUS CONCENTRATIONS OF INDOOR RADON GAS THAT MAY PLACE OCCUPANTS AT RISK OF DEVELOPING RADON-INDUCED LUNG CANCER. RADON, A CLASS-A HUMAN CARCINOGEN, IS THE LEADING CAUSE OF LUNG CANCER IN NON-SMOKERS AND THE SECOND LEADING CAUSE OVERALL. KANSAS LAW REQUIRES CITY TO DISCLOSE ANY INFORMATION KNOWN TO THE CITY THAT SHOWS ELEVATED CONCENTRATIONS OF RADON GAS IN RESIDENTIAL REAL PROPERTY. THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT RECOMMENDS ALL HOME-BUYERS HAVE AN INDOOR RADON TEST PERFORMED PRIOR TO PURCHASING OR TAKING OCCUPANCY OF RESIDENTIAL REAL PROPERTY. ALL

TESTING FOR RADON SHOULD BE CONDUCTED BY A RADON MEASUREMENT TECHNICIAN. ELEVATED RADON CONCENTRATIONS CAN BE EASILY REDUCED BY A RADON MITIGATION TECHNICIAN. FOR ADDITIONAL INFORMATION GO TO www.kansasradonprogram.org.

15. **REGISTERED SEX OFFENDER LIST.** Kansas law requires persons who are convicted of certain crimes, including certain sexually violent crimes, to register with the sheriff of the county in which they reside. If BUYER desires information regarding those registrants, it may find information on the homepage of the Kansas Bureau of Investigation (KBI) at <http://www.kansas.gov/kbi> or by contacting the local sheriff's office.

16. **LEAD-BASED PAINT.** CITY has no reports or records pertaining to lead-based paint or lead-based paint hazards with respect to the Property. Furthermore, BUYER acknowledges the following:

EVERY PURCHASER OF ANY INTEREST IN RESIDENTIAL REAL PROPERTY ON WHICH A RESIDENTIAL DWELLING WAS BUILT PRIOR TO 1978 IS NOTIFIED THAT SUCH PROPERTY MAY PRESENT EXPOSURE TO LEAD FROM LEAD-BASED PAINT THAT MAY PLACE YOUNG CHILDREN AT RISK OF DEVELOPING LEAD POISONING. LEAD POISONING IN YOUNG CHILDREN MAY PRODUCE PERMANENT NEUROLOGICAL DAMAGE INCLUDING LEARNING DISABILITIES, REDUCED INTELLIGENCE QUOTIENT, BEHAVIORAL PROBLEMS, AND IMPAIRED MEMORY. LEAD POISONING ALSO POSES A PARTICULAR RISK TO PREGNANT WOMEN. THE SELLER OF ANY INTEREST IN RESIDENTIAL REAL PROPERTY IS REQUIRED TO PROVIDE THE BUYERS WITH ANY INFORMATION ON LEAD-BASED PAINT HAZARDS. A RISK ASSESSMENT OR INSPECTION FOR POSSIBLE LEAD-BASED PAINT HAZARDS IS RECOMMENDED PRIOR TO PURCHASE.

17. **DESTRUCTION OF PROPERTY.**

- (a) In the event the Property shall be damaged by fire or other casualty prior to time of closing, in an amount greater than ten percent (10%) of the total purchase price, this Agreement may be terminated at the option of BUYER and all payments received hereunder shall be returned to BUYER. BUYER may elect to carry out this Agreement despite such damage. In such event, BUYER shall be entitled to credit for the insurance proceeds resulting from damage to the Property (plus the deductible), not exceeding, however, the total purchase price. CITY agrees to maintain casualty insurance on the Property until closing.
- (b) In the event the Property shall be damaged by fire or other casualty prior to time of closing, in an amount less than ten percent (10%) of the total purchase price, CITY shall repair any such loss or damage so as to restore the Property to as good a condition as they were at the date of this Agreement, and shall be given a reasonable time to make such repairs in order to close this Agreement. In such event, the proceeds of any insurance on the destroyed or damaged Property shall belong to CITY.
- (c) CITY shall insure the Property against casualty, damage and loss prior to date of closing.

18. **INTERIM MAINTENANCE.** Until BUYER takes possession, CITY agrees to maintain the Property, to include but not limited to, heating, air conditioning, sewer, plumbing and electrical systems, in proper working order, and keep the roof watertight. CITY agrees to convey the Property in a like or better condition than it is now, reasonable wear and tear excepted.

19. GENERAL COVENANTS. The parties further agree as follows:

(a) Notices shall be in writing and shall be deemed to be given if delivered personally, sent via telefax; sent via email; sent via next-day delivery service, or mailed by registered or certified mail, postage prepaid to the parties at the following addresses:

i. If to CITY: Matthew C. Allen, City Manager
301 North Eighth Street
P. O. Box 998
Garden City, Kansas 67846
Matt.Allen@gardencityks.us
620.276.1160

and

Randall D. Grisell
DOERING & GRISELL, P.A.
124 Grant Avenue
Garden City, Kansas 67846
randyg@gcnet.com
620.275.8099

ii. If to BUYER: Vivian F. Fankhauser, L.L.C.
1001 Center Street
Garden City, Kansas 67846
photofocus33@hotmail.com
620.276.8767

Either party may change the name or addresses to which notices shall be sent by notifying the other party of such change, in writing.

- (b) The terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective heirs, legal representatives, successors, and permitted assigns of the parties hereto.
- (c) BUYER shall not have any right to assign any or all of the rights and/or obligations herein without the prior written consent of CITY, which consent shall not be unreasonably withheld.
- (d) This Agreement shall be construed and enforced in accordance with the laws of the State of Kansas.
- (e) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.
- (f) One or more waivers of any breach of a covenant or requirement herein by CITY shall not be deemed a further waiver of the same.
- (g) This Agreement shall not be altered, amended, or modified, except in writing, signed by all parties hereto.
- (h) All representations, agreements, warranties, and covenants made by CITY and BUYER under this Agreement shall survive the closing of this transaction.

- (i) There are no oral or otherwise non-written representations which have been made by the parties concerning the Property or this transaction.

IN WITNESS WHEREOF, the undersigned CITY and BUYER have executed this Agreement on the dates set forth below.

City of Garden City, Kansas

Date

By _____
Chris Law, Mayor

ATTEST:

"CITY"

Celyn N. Hurtado, City Clerk

Vivian F. Fankhauser, L.L.C.

8-8-16
DATE

By Vivian F. Fankhauser
Printed Name: Vivian F. Fankhauser
Title: owner

"BUYER"

RECORDING INFORMATION

WARRANTY DEED

CITY OF GARDEN CITY, KANSAS, a municipal corporation, *Grantor*

CONVEYS AND WARRANTS TO

VIVIAN F. FANKHAUSER, L.L.C., *Grantee*

The following described real estate in the County of FINNEY and the State of KANSAS, to-wit:

Lot Two (2), except the West 101.6 feet of the North 12 feet and except the East 38.4 feet of the North 19.7 feet, and all of Lot One (1), Block Eleven (11), Original Plat to the City of Garden City, Finney County, Kansas.

Commonly known and numbered as 302 North Sixth Street, Garden City, Finney County, Kansas.

For the sum of Ten Dollars (\$10.00) and other good and valuable consideration.

GRANTOR, for itself, or its successors in interest, does hereby covenant, promise and agree, to and with GRANTEE, that at the delivery of this deed, GRANTOR is lawfully seized in its own right, of an absolute and indefeasible estate, in fee simple, in the above granted and described real estate, with the appurtenances; that the same are free, clear, discharged and unencumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and encumbrances, of whatever nature or kind.

EXCEPT AND SUBJECT TO easements, restrictions, covenants, reservations and rights-of-way of record, if any.

GRANTOR FURTHER COVENANTS, PROMISES, AND AGREES that it will warrant and forever defend the same unto GRANTEE, against GRANTOR, and all and other persons whomsoever, lawfully claiming an interest in the above described real estate.

CITY OF GARDEN CITY, KANSAS

Date

By _____
Chris Law, Mayor

ATTEST:

Celyn N. Hurtado, City Clerk

STATE OF KANSAS)
) ss.
COUNTY OF FINNEY)

THIS INSTRUMENT was acknowledged before me on the _____ day of _____, 2016,
by Chris Law, as Mayor of the City of Garden City, Kansas.

Notary Public

My Appointment Expires: _____

MAIL PROPERTY TAX STATEMENTS TO:

Vivian F. Fankhauser, L.L.C.
1001 Center Street
Garden City, Kansas 67846

Other Entities Minutes



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Rachelle Powell, Director of Aviation
DATE: August 16, 2016
RE: July 2016 Airport Advisory Board Minutes

ISSUE:

Presentation of the July 14, 2016 minutes from the Airport Advisory Board.

BACKGROUND:

Attached is the Airport Advisory Board minutes from July 14, 2016.

ALTERNATIVES:

None.

RECOMMENDATION:

None.

FISCAL NOTE:

None.

ATTACHMENTS:

Description	Upload Date	Type
July 14, 2016 Airport Advisory Board Minutes	8/8/2016	Backup Material



**GARDEN CITY REGIONAL AIRPORT
ADVISORY BOARD MINUTES
JULY 14, 2016**

5:00 P.M. MEETING CALLED TO ORDER

MEMBERS PRESENT

Marlo Miller, Jette DeSalvo, Max Meschberger, and Darin Germann.

MEMBERS ABSENT

Charlie Robinson and Max Meschberger

STAFF PRESENT

Darroch Perkins and Miranda Benedict.

ITEM 1 PUBLIC COMMENT

No public comment.

ITEM 2 APPROVAL OF JUNE 9, 2016 MINUTES

Jette DeSalvo made a motion to approve the June 9, 2016 Airport Advisory Board minutes. Darin Germann seconded the motion. The motion passed unanimously.

ITEM 3 LEASE REVIEW FIVE-S DISTRIBUTORS

Five-S Distributors provides vending services at the airport with the agreement expiring on August 31, 2016. A Request for Proposals was publicly advertised with proposals due on June 20, 2016. One proposal from Five-S Distributors was received.

Five-S Distributors proposed a one percent increase on commission of sales for snack and beverage products sold, which would result in an 11% commission on snacks and 13% commission on beverages. The term of the agreement is for five years.

Staff recommends the Airport Advisory Board's approval of the agreement between Five-S Distributors and the City of Garden City for Vending Services at Garden City Regional Airport.

The agreement will be presented to the City Commission for approval on August 2, 2016 (upon the Airport Advisory Board's approval).

Marlo Miller made a motion to approve the automatic renewal of the agreement between Five-S Distributors and the City of Garden City for Vending Services at Garden City Regional Airport. Max Meschberger seconded the motion. The motion passed unanimously.

ITEM 4 DIRECTOR’S REPORT

Staff discussed the Director’s Report with the Airport Advisory Board.

ITEM 5 MONTHLY REPORTS

Staff reviewed the monthly reports with the Airport Advisory Board.

ITEM 6 BOARD MEMBER COMMENTS

- A. Charlie Robinson –Absent.
- B. Ken Frey –Absent.
- C. Marlo Miller –No comment.
- D. Darin Germann –No comment.
- E. Max Meschberger –No comment.
- F. Jette DeSalvo –No comment.
- G. Vacant

ITEM 7 ADJOURNMENT

Marlo Miller made a motion to adjourn. Jette DeSalvo seconded the motion. The motion passed unanimously.



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Michael D. Utz, Chief of Police
DATE: August 16, 2016
RE: July 2016 Advisory Board Minutes

ISSUE:

Presentation of the July 26, 2016 minutes for the Police Citizens Advisory Board.

BACKGROUND:

Attached are the meeting minutes for the Police Citizens Advisory Board meeting held on July 26, 2016.

ALTERNATIVES:

None.

RECOMMENDATION:

None.

FISCAL NOTE:

None.

ATTACHMENTS:

Description	Upload Date	Type
Police Citizens Advisory Board July Meeting Minutes	8/10/2016	Backup Material



**Garden City Police Department
Police Citizens Advisory Board**

July 26, 2016

5:30 pm – 6:30 pm

MICHAEL D. UTZ
CHIEF OF POLICE

RAQUEL ARELLANO
ADMINISTRATIVE ASSISTANT

COURTNEY PREWITT
PATROL CAPTAIN

MICHAEL REAGLE
COMMUNITY RESPONSE DIVISION
CAPTAIN

MICHAEL RADKE
INVESTIGATIONS DIVISION
CAPTAIN

RANDY RALSTON
OFFICE OF PROFESSIONAL
STANDARDS CAPTAIN

KATHY FAIRCHILD
SUPPORT SERVICES DIRECTOR

EMILY BURNS
BUDGET ANALYST

GARDEN CITY POLICE
DEPARTMENT
304 N. 9TH ST.
P.O. BOX 998
GARDEN CITY, KS
67846-0998
620.276.1300
FAX 620.276.1350
www.gcpolice.org

Present: Jeff Starkey, Vinh Nguyen, Stan Kennedy, Darla Samy, Alyssa Ralston, Alicia Weber

Absent: Charles Allen, Mellaina Johnson, Brandon Neeb, Connie Bonwell, Sgt. Andy Roush

Staff: Chief Michael Utz, Raquel Arellano

I. Call Meeting to Order

Chief Utz called the meeting to order at 5:34 p.m.

II. Review of Master Activity Report

Chief Utz advised the Board that the Department is currently working on the development of new Crime Analysis modules, which will more accurately detail the available crime data for the City of Garden City.

III. Monthly Recap

A: Changes to the Municipal Court Bond Order

Chief Utz announced to the Board of the recent changes made to the Municipal Court Bond Order were taken to the City Commission and approved. The Board was advised that this change affected Municipal Court cases only and any Felony cases handled by the District Court were not susceptible to the change.

B: Garden City Police Department Spouse Support Group

Chief Utz advised the Board of the new Garden City Police Department Spouse Support group which held its first meeting Monday, July 18, 2016. The initial meeting had twenty- three attendee's and came as a result of the expressed desire from Department spouses to support the Garden City Police Department. The attendees were spouses of police officers, however all spouses or significant others of all police department employees are invited.

C: 2017 Budget Approval

PCAB Members were advised that the 2017 budget received its final approval by the City Commission. Chief Utz provided a brief explanation of the Body camera's facts and the type of camera which will best suit the



MICHAEL D. UTZ
CHIEF OF POLICE

RAQUEL ARELLANO
ADMINISTRATIVE ASSISTANT

COURTNEY PREWITT
PATROL CAPTAIN

MICHAEL REAGLE
COMMUNITY RESPONSE DIVISION
CAPTAIN

MICHAEL RADKE
INVESTIGATIONS DIVISION
CAPTAIN

RANDY RALSTON
OFFICE OF PROFESSIONAL
STANDARDS CAPTAIN

KATHY FAIRCHILD
SUPPORT SERVICES DIRECTOR

EMILY BURNS
BUDGET ANALYST

GARDEN CITY POLICE
DEPARTMENT
304 N. 9TH ST.
P.O. BOX 998
GARDEN CITY, KS
67846-0998
620.276.1300
FAX 620.276.1350
www.gcpolice.org

Garden City Police Department's needs. The PCAB members were made aware that the selection of this Body camera type came as a result of an approximate 18-month research project conducted by the Garden City Police Department. They were further notified that Body camera regulations are currently being developed and will be made available to PCAB members for review, upon completion.

D: Police Service Aid Program

Chief Utz discussed the Police Service Aide program, and the success of the program.

IV. Key Points from 21st Century Policing Briefing

Chief Utz gave Board members a briefing on the topics discussed at the 21st Century Policing Briefing he attended at the White House in June of 2016. Members of the Board are being forwarded a copy of the 2016 Final Report of the President's Task Force on 21st Century Policing for their review.

V. Department Assignments & Recognitions

A: Employee Recognitions

Chief Utz announced that an Employee Recognition meeting was held on July 6, 2016. The following Employees were recognized for their accomplishments: Mary Buchman became a Master Communications Officer; Madeline Christner became a Communications Training Officer, Officer Michael Kerley is now a Master Police Officer, Elena Billings made her transition into Investigations as a Detective and Norma Fuentes was named Employee of the Quarter.

B: Law Enforcement Officer Recognition from USD 457.

Chief Utz advised members of the Board that the USD 457 School Board passed a resolution in support of Law Enforcement. Chief Utz attended the Board of Education meeting and introduced the School Resource Officers.

VI: Report from Board & Guests

There were no reports from Board members or Guests.

VII: Adjournment

Jeff Starkey made the motion to adjourn the meeting at 6:40 pm. Stan Kennedy seconded the motion. All in favor and motion carried.



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Sam Curran, Director of Public Works
DATE: August 16, 2016
RE: Traffic Advisory Board Minutes - May 2, 2016

ISSUE:

Presentation of the May 2, 2016 approved minutes from the Traffic Advisory Board.

BACKGROUND:

Attached is the Traffic Advisory Board approved minutes for May 2016.

ALTERNATIVES:

None

RECOMMENDATION:

None

FISCAL NOTE:

None

ATTACHMENTS:

Description	Upload Date	Type
May 2016 Traffic Advisory Minutes	8/9/2016	Backup Material

CITY OF GARDEN CITY
Traffic Advisory Committee
Minutes of Meeting
Monday, May 2, 2016
5:30 p.m.

A. Call Meeting to Order: Julie Christner called the meeting to order at 5:30 p.m.

B. Members Present: Gloria Allen, Gary Bennett, Julie Christner, Keith Collins and Vicki Germann

C. Members Absent: MPO Troy Davis

D. Others Present: Colin Betts

E. Approval of Minutes:

- Gloria motioned to approve the December 7, 2015 Minutes
- Keith 2nd
- Motion passed

F. Construction Projects Update:

- Kansas Avenue
- Trail on Kansas Avenue
- Center Street and Kansas Avenue Traffic Signal

G. Old Business:

- None

H. New Business:

1. Resident Parking Signs in the 500 Block of Fifth street

Background:

Request to install “Resident Parking Only” signs at 502 N Fifth Street and 504 N Fifth Street. Both properties are south of the Cancer Facility and across the street from Sunnyland B&B. They residents have expressed frustration on the parking situation stating that it is difficult to park at their homes because of the businesses in their area.

Discussion:

- Attached drawing of proposed “Resident Parking Only” sign

I. Discussional Items Only:

1. Pavement markings on Kansas and Fleming
2. Alley Dips
3. Deaf Child Signs
4. Transportation Study

J. Committee Member Observations:

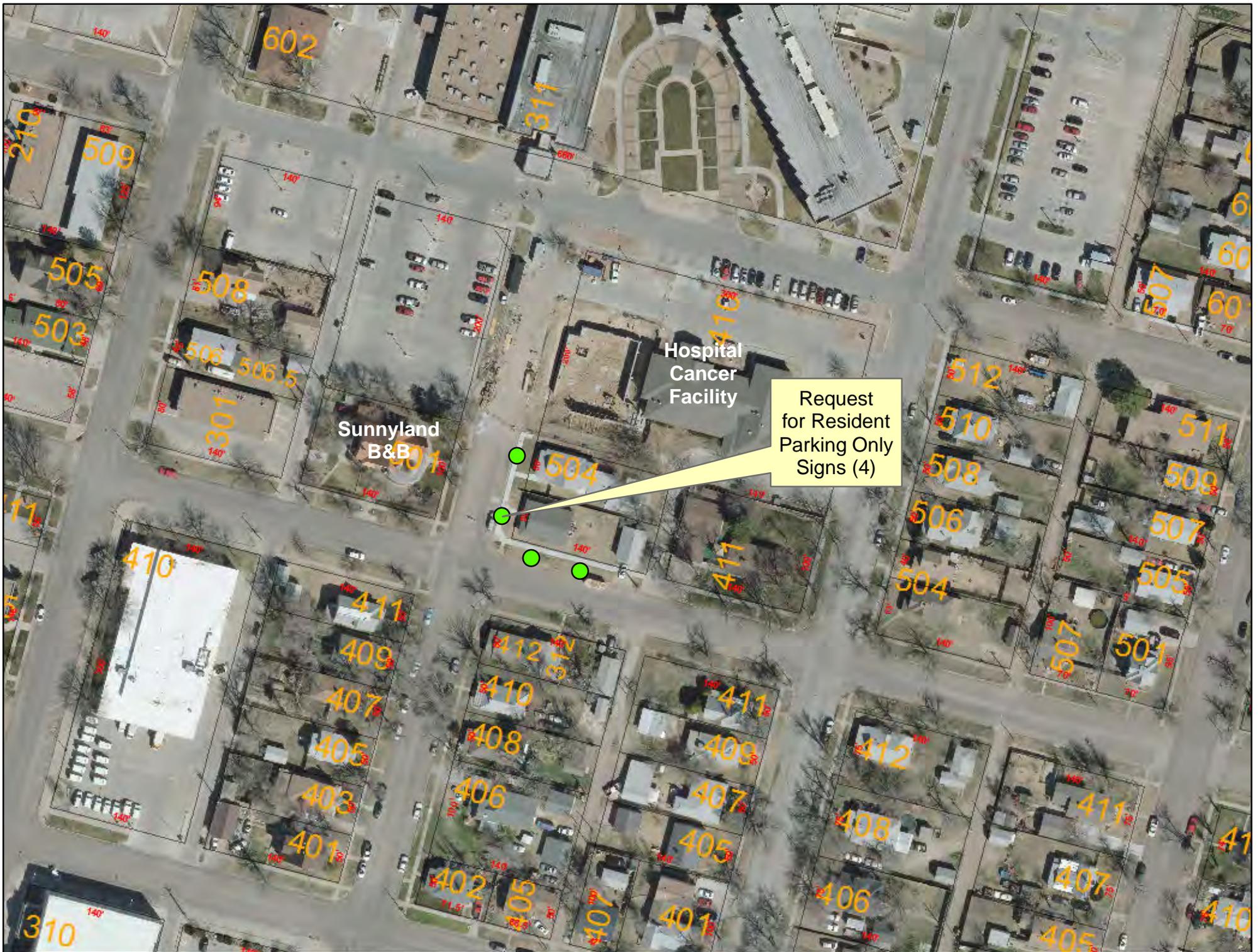
1. Julie Christner - Chairperson:
2. Vicki Germann – Vice Chairperson:
3. Gloria Allen:
4. Gary Bennett:
5. Keith Collins:
6. MPO Troy Davis:

K. Adjourn Meeting

**RESIDENT
PARKING
ONLY**

3M Authorized

SmartSigns.com • 800-952-1457 • A-0911



Hospital
Cancer
Facility

Sunnyland
B&B

Request
for Resident
Parking Only
Signs (4)



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Kristi Newland, Zoo Director
DATE: August 16, 2016
RE: Zoo Advisory Board agenda and minutes for August 2016 meeting

ISSUE:

Presentation of the August 2, 2016 Zoo Advisory Board agenda and minutes.

BACKGROUND:

Attached are the August 2016 Zoo Advisory Board agenda and minutes

ALTERNATIVES:

None

RECOMMENDATION:

None

FISCAL NOTE:

None

ATTACHMENTS:

Description	Upload Date	Type
ZAB current agenda	8/9/2016	Backup Material
ZAB August 2016 minutes	8/9/2016	Backup Material

FINNUP CENTER FOR CONSERVATION
EDUCATION

5:00 PM, TUESDAY, AUGUST 2, 2016

I. CALL TO ORDER

II. APPROVAL OF AGENDA

III. APPROVAL OF MINUTES

IV. NEW BUSINESS

1. Welcome New Board Member & Introductions
2. Zoo Monthly Report
3. FOLRZ Report
4. Review General Visitor Guidelines (policies)
5. Review Capital Improvements Projects

V. OLD BUSINESS

VI. BOARD MEMBER REPORTS

VII. ADJOURN

Zoo Advisory Board
Minutes of Meeting Held
Tuesday, August 2, 2016

Members Present: Jimmy Deal, Phil Sloderbeck, Donna Lightner, Kathy Diehl, Ryan Derstein, Taylor Freburg

Members Absent: Stacy Regan-Green

Others Present: Kristi Newland, Jordan Piha, Whitney Buchman, Jessica Norton

- I. The meeting was called to order at 5:17
- II. Approval of Agenda –The agenda was approved.
- III. Approval of Minutes –The minutes from the July meeting were approved.
- IV. New Business
 - a. Zoo Monthly Report – The 4 male lion cubs were transferred to the Denver Zoo. The male and female giraffe are now out on exhibit together during the day. Staff has responded to broken playground equipment and graffiti in the zoo. The written response to the concerns noted during the AZA accreditation inspection has been turned in; contractors are lined up to address 2 of the remaining concerns. Response to other minor concerns yet to be resolved are more long range & will be addressed with timelines. A Girl Scout “Snooze at the Zoo” took place. Ed. Staff are working on programs for the upcoming school year. A touch screen will be ordered for the Finnup Center to replace an outdated, inoperable display. The Maintenance crew cleaned up branches from recent storms, addressed rusty areas on fences, and added cable across the moat viewing areas at the addax yard. The board discussed the incident of a visitor being banned from the zoo for crossing the rhino public fence.
 - b. FOLRZ Report – The Jungle Run car show took place; the event went very well and lots of good comments were received. Committee members and sponsors are needed for A Wild Affair; the theme is “Year of the Monkey”. The Safari Shoppe has been selling Dippin’ Dots at the GC Wind baseball games. Jessica mentioned the possibility of getting a carousel.
 - c. Review General Visitor Guidelines – Safety guidelines for Zoo guests have been compiled in one document & updated.
 - d. Review Capital Improvement Projects – Kristi went over proposed projects. The board discussed the projects and the CIP process. The flamingo exhibit is still the first priority. The board approved the CIP priority listing as presented.
- V. Old Business - None
- VI. Board Member Reports - None
- VII. The meeting was adjourned at 6:36.

Next scheduled Meeting is September 6, 2016 at 5:00 p.m.